

22-8

מדינת ישראל

משרד הממשלה

משרד
Dept. of Lands
& Surveys

52/101/8
מס. 52/101/8

Zeita village: 10 dunams
of land at Maris Yehiya
Tul-Harem (1924-1936)

תיק מס' 52/101/8

British Mandate Collection - L

שם: 16621 / 4 - גל

מזהה פיו: 99.0/3 - 1115
מזהה לוגי: 02-113-03-05-07
מס פריט: 899016
כתובת: 25/08/2013

British Mandate

22-8

~~11/11/75~~

01 Jul/75

0/Jul/76 & 77

Case no. 100.

g. 467

PALESTINE GOVERNMENT.



649

Land : - 10 Duns - Maris Jibia

Tulkaram

Parcel ¹⁷ 9 Block 7892

Attil (detached)

Tulkarm sub

Transferred to (4P/5/17(4))

0/Jul/75

h. F 7 forwarded on 27/5/59

P
GC

PALESTINE
GOVERNMENT
OVERNMENT
GOVERNMENT

JGM/P

File D/24/75

Copy to Registrar of Lands,
Jaffa

Thomas J. Smith
COMMISSIONER FOR LANDS
AND SURVEYS.

2. I shall, therefore, be glad if you will
use the new number in all future correspondence
relating to this property.

The State Domain property originally
recorded under State Domain No. D/24/75
has now been recorded under GP/5/17 (4)

Subject:- Government property - *Land*
Not detailed

Jaffa
District Officer,

OFFICE OF THE
COMMISSIONER FOR LANDS
AND SURVEYS,
MAMILLAH ROAD,
P.O.B. 1184,
Jerusalem.

Ref. No. GP/5/17 (4)

10.7.36

2/12/22

2/12/22

2/12/22

2/12/22

2/12/22

2/12/22

2/12/22

2/12/22

2/12/22

1458
No. 11/70

DISTRICT OFFICES
TULKARM
27.6.36.

Commissioner for Lands
& Surveys.

Subject:-State Domain Property D/Tul/75
Reference:-Your D/Tul/75 of 25.6.36.

- State Domain property No. D/Tul/75 to be identified as parcel No. 17 Block No. 7892.
2. Parcel No. 9 is quoted through clerical error.
 3. No state Domain property falls in parcel No. 9

~~XXXXXXXXXXXX~~
HK/BM.
DISTRICT OFFICER

Copy to:- L.R. Tulkarm
For information.

27/6/36.

1000

• • •

D/Tul/76

25th June, 1936.

District Officer,
Tulka.

ld

Subject:- State Domain Property
D/Tul/76.

Reference: Your 11/70 of 13.6.36.

I enclose, for your information, copy of letter I have received from the Registrar of Lands Tulka, from which you will observe that he states that State Domain No. D/Tul/76 is identified as parcel No. 17 of Block No. 7892 and not parcel No. 9.

2. I should be grateful if you would get in touch with the Registrar and put this matter right, informing me in due course what parcel is State Domain D/Tul/76 and what is parcel No. 9 or No. 17 as the case may be.

hvj

A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: Registrar of Lands, Tulka.
Ref. his OP/5/17 of 20.6.36.

File OP/5/17.

H/P

File 2 in 26
CP/5/17

STANDARD
4000

1940

STANDARD
4000

STANDARD
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STANDARD
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STANDARD
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STANDARD
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STANDARD
4000

C O P Y.

Registrar of Lands,
Tulkarm.

GP/5/17-678

20th June, 1936.

Commissioner for Lands & Surveys.

Subject:- Government Claims - Attil.

Reference: Your letter No. GP/5/17 dated
18th June, 1936.

State Domain No. D/Tul/75 should be
identified as parcel No. 17 of Block 7892 and
not parcel No. "9". Certificate of Registra-
tion has been forwarded to you on 5.5.1936.

The Certificate of Registration for
20/300 shares in parcel No. 42 of Block 7913
is in respect of registration No. 32 of Tammuz
1314 D.

Certificates of Registration forwarded
to you under my covering letter of even number
dated 5.5.1936, are in respect of all Govern-
ment properties shown in the Schedules of Rights
already received from the Settlement Officer.

(Sgd) *At Hama*

REGISTRAR OF LANDS.

Copy to file D/Tul/75.

CR 0124
STANDARD
CENTS

U 1/1000

STANDARD
CENTS

CR 0124
STANDARD
CENTS

CR 0124

GP/5/17

Registrar of Lands,
Tulkeram.

18th June, 1936.

Subject:- Government Claims - 14111
Detached.

I am informed by the District Officer,
Tulkeram, that State Domain No.D/7ul/75 has
been identified as parcel 9 of block 7892.
If this is correct please furnish me with a
certificate of registration for same as
early as possible.

2. The right of Government to certain
shares in land registered under Deeds No.32-40
of Volume 314 Deelm and 258 of Fishin Than
(314 Deelm) has been claimed during settlement
of the above mentioned village. The Settlement
Officer informed me that Government co-owners
have admitted the Government ownership to the
registered shares.

3. In addition to Roads, Wadies and Railway
Reservation I have received two certificates of
Registration from you No.88132 for 20/300 shares
in parcel 7913/42 and No.86389 for the whole
of parcel 7892/17. I shall be glad to receive
certificates of Registration for the Government
shares in the remaining parcel.

2
A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to:- File D/7ul/75.

TM/HA

HK/BM.

~~DISTRICT OFFICER.~~

2. The agreement will accordingly be altered when renewed.

Attil detached.

The land originally falls within Zette village, but when settlement operation was made this property was found to fall actually within the

Subject:- State Domain Property D/71/75
 Reference:- Your D/71/75 of 11.6.36.



No. 11/70

141

Refused 13

RECEIVED

UNITED STATES DEPARTMENT OF THE INTERIOR

WASHINGTON, D. C.

OFFICE OF THE ASSISTANT SECRETARY FOR LAND MANAGEMENT

WASHINGTON, D. C. 20240

TELEPHONE (202) 219-6000

TELETYPE (202) 219-6000

FAX (202) 219-6000

INTERNET WWW.BUREAUOFLANDMANAGEMENT.GOV

MAIL STOP 9700 WASHINGTON, D. C. 20240

10-108 (Rev. 10-1-80)

U.S. GOVERNMENT PRINTING OFFICE: 1980

5010-108-01

10-108 (Rev. 10-1-80)

U.S. GOVERNMENT PRINTING OFFICE: 1980

5010-108-01

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U.S. GOVERNMENT PRINTING OFFICE: 1980

5010-108-01

10-108 (Rev. 10-1-80)

U.S. GOVERNMENT PRINTING OFFICE: 1980

5010-108-01

D/Tul/75

11th June, 1936.

District Officer,
Tulskarm.

REPLIED 11

Subject:-

State Domain Property,
No. D/Tul/75.

In your letter No. 11/70-1288
dated 23rd of May, 1936, you state that
D/Tul/75 is Parcel No. 9 in Block 7892.
This block falls within the lands of
Attili detached.

2. All the correspondence on my
file D/Tul/75, including the agreement
entered into with Ahmed "Ahmed Nisar",
shows the land as falling within Zette
village. Please see your file No. 11/146.

3. I shall be grateful if you will

look into this matter and inform me
what is the exact position. I presume
this State Domain falls within Attili
Detached as it has been 'settled' as part
of that area. If this is so the agreement
will have to be amended when renewed.

7
A/COMMISSIONER FOR LANDS
AND SURVEYS.

B/RA

Chumbe

This parcel falls in "the

Village (detached) Tuckerm

first District and not in the

Village.

It was cleared under William

and was allotted final parcel

No 9 of Block 7892.

~~(See No 68/17 report)~~

17

17

Don 10/6/36.

قائم مفردات

نوع اور درجہ	اصل	صورہ	تبدیل
رُجْعُ المدعوہ	؁	؁	؁
سند لغتہ	؁	؁	؁
قائم مفردات	؁	؁	؁
تبدیل	؁	؁	؁

فہرست قطع وارہ لغتہ



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79

GOVERNMENT OF PALESTINE.

No. D/Tul/75 9605

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

18 NOV 1935

District Officer ,

Tulkarm

7

Subject:- State Domain No. D/ Tul/75

Reference:- Your letter No. 11/146
of 29.10.35

I am returning herewith 2 copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

(sgd) Cecil L. Horton
DIRECTOR OF LANDS.
Registration





ll

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 14th day of Sept. 1935 one thousand nine hundred and thirty Five between District Officer Tulkarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ahmed Mohd. Nimer of Zeita village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris Yehya in the Zeita village of Tulkarm in the Sub-District of Northern District extending to an area of Ten dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Vol. Folio dated for the period of one year from the 1st day of September 1935 to the 31st day of August 19 36 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred Mils only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out advance
2. To pay in addition to the ~~fixed~~ rate of 10%, ~~a rent on one-tenth of the produce of the said land and on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithes and be payable on the same date and in the same manner.~~ or 2/3 to pay in addition to the rate of 10%, a yearly rent of (L.P. mils payable in instalments on each of the day of each of the months of in every year the first of such payments being made on the execution hereof.
3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.
4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.
5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.
6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.
7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.
8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/75

3.11.35

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. Shams
DIRECTOR OF LANDS



in the presence of

Sub Inspector of Lands

Signed by the Tenant

in the presence of

[Signature]

2375
No. 11/146

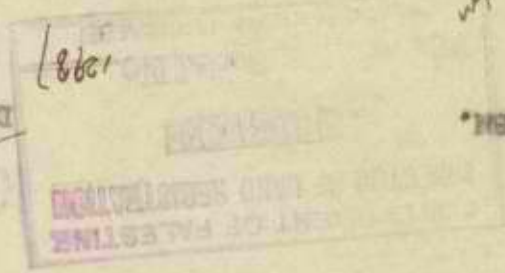
DISTRICT OFFICES
TULKHAM
29.10.56.

Director of Land
Registration.

Subject:-Lease Agreement D/Tul/75

Attached Lease Agreement in triplicate in
respect of above quoted State Domain Property is
forwarded for favour of your kind signature and return.

[Signature]
DISTRICT OFFICER.



31/10
[Signature]

STANDARD
GENTS

STANDARD

STANDARD
GENTS

12

STANDARD
GENTS

STANDARD

12

77
GOVERNMENT OF PALESTINE

Land Form No. 1

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/75- 8910

1st Reminder

DEPARTMENT OF LANDS

P.O.B. 356

JERUSALEM.

To District Officer
Tulkarm.

28 OCT 1935

Will you please reply to this Office Letter No. D/Tul/75-8274
dated 10th October, 1935

Subject: State Domain D/Tul/75.

(sgd) Cecil L. Horton

Director of Lands

26/10

T. K. Singh
28/10

DIRECTOR OF LANDS

(sgd) Cecil L. Horton

I should be glad if you would forward, for my signature, the agreement of lease concluded for this property.

in respect of rent for the year 1935

made by Ahmed Amin

L.F. No. 18 shows a payment of £P. — 500 mls

Your monthly return for September 1935

Subject :- State Domain No. 2728/75

T. K. Singh

District Officer

30 OCT 1935

JERUSALEM.

P. O. B. 356

DEPARTMENT OF LANDS

No. 2728/75-8274

L.F. 22

25

473
No. 11/11/196

1.3.36.
TULKAHA

st
3

Director of Lands,
deputation.

Subject:-State Domain No.D/Tul/75
Reference:-Your D/Tul/75 of 22.2.36.

Acknowledged.

DISTRICT OFFICER

[Handwritten signature]

RM.

2845

[Handwritten signature]

GOVERNMENT OF PALESTINE.

No. D/Tul/75 1791

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

25 FEB 1935

Tulkarm

District Officer

Subject:- State Domain No. D/Tul/75

Reference:- Your letter No. 11/246

of the 28th January, 1935

I am returning herewith 3 copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

DIRECTOR OF LANDS.

(Signed) Tulkarm



GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 9th day of October 1934 one thousand nine hundred and thirty Four between District Officer Tulkarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ahmed Mohd. Nimer Abu Mana' of Zeita his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris Yehya in the D/Tul/75 of Zeita in the Sub-District of Tulkarm and Northern District extending to an area of approximately Ten dunoms more or less and more fully described ~~XXXXXXXXXXXX~~ and in the Tabu Register of Vol. 9 Folio dated for the period of One year from the 1st day of September 19 34 to the 31st day of August 19 35 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred Mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{com}tithe of ~~xxx~~ a yearly rent of Five hundred (L.P. 500 ---mils) payable in one instalments on or before the 9.10.34. day of each of the months of September in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 2 of 2 23.2.35

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct a water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

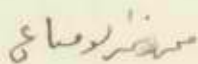
Signed by the Landlord


DIRECTOR OF LANDS

in the presence of



Signed by the Tenant



in the presence of



195
No. 11/146

1321

DISTRICT OFFICES
TULKARM
28.1.35.

Replied: 3

Director of Lands,
Jerusalem.

Subject:-Lease of State Domain D/Tul/75
Reference:-Your D/Tul/75 of 26.10.34.

The agreement of lease is returned
herewith together with an English version as requested.

A. Hussein
DISTRICT OFFICER.

M. Hussein
BM.

WOWO

STATION

Copyright

1911

PA
116

STATION

Copyright

STATION

Copyright

STATION

Copyright

72
9/Jul/75- 9374

DEPARTMENT OF LANDS
F.O.B. 326
JERUSALEM

26th October, 1974.

E.S. 11/146

Replied: 7

District Officer,
Tulkarm.

Subject: Lease of State
Land - 9/Jul/75

Reference: Your letter No. 11/146
dated the 22nd of
October, 1974.

The agreement of lease forwarded
with your above quoted letter is returned
herewith.

2. An English version of the lease
should always be prepared.

9/11

Very truly yours,

DIRECTOR OF LANDS.

No. 11/146 2522

District Offices
Tulkarm
22.10.34.

71

Director of Lands,
Jerusalem.

Subject:-Lease Agreement D/Tul/75

12185
Attached lease agreement in triplicate in
respect of above quoted State Domain property is
forwarded for favour of your kind signature and return.

BM.


DISTRICT OFFICER.

William
10/10

GOVERNMENT OF PALESTINE

TELEGRAPHIC ADDRESS: "LANDS"

70
Land Form No. 14

In reply please quote :—
D/Tul/75- 8721

1st Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

To District Officer,
Tulkarm.

8- OCT 1934

Will you please reply to this Office Letter No. D/Tul/75- 8142
dated 20th September, 1934.

Subject :- State Domain D/Tul/75.

14173-10000-S.L.P.

NM
Director of Lands

24/10

No. 5/2ul/75 -8142

L.F. 21

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

District Officer

Tulkarm

20 SEP 1975

Subject :- State Domain — 5/2ul/75

The Agreement of Lease in respect of the above mentioned property terminate d on the 21-8-34

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(Sgt) Cecil L. Horne

A/DIRECTOR OF LANDS

6/10
L.R.
Rem. dupl.
for 810

9617

District Officer
Tulkarm.

DEPARTMENT OF LANDS
P.O.B. 356.
JERUSALEM.

1 DEC 1975
Subject:- State Domain No. D/Tul/75
Reference:- Your letter No. 11/166

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

(Signature)
DIRECTOR OF LANDS.
(Signature)

68
P

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *4th* day of *September* one thousand nine hundred and thirty *three* between *His Excellency The High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Muhammad Nimr* of *Zeita Village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Maris Yahya* in the *lands* of *Zeita* in the Sub-District of *Tulkarm* and *North* District extending to an area of *ten* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Tulkarm* Vol. *56* Folio *—* dated *—* for the period of *one year* from the *1st* day of *September* 19 *33* to the *31st* day of *August* 19 *34* (determinable nevertheless as hereinafter mentioned) at a rent of *five hundred mils* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value ~~thereof~~ *computed* and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the ~~tithe~~ *computed* of 10%, a yearly rent of *five hundred mils* (L.P. *500* mils) payable in *advance* instalments on or before the *—* day of each of the months of *—* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *200 mils* per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PRO. *2/26/75*

Muhammad

29.11.33

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. H. Sims
DIRECTOR OF LANDS
Ch. H. Sims
Deputy

in the presence of

Signed by the Tenant *مؤيد بنوع*



in the presence of

مؤيد بنوع

7685
In reply, please quote

No. **11/146**

P.O.B. 1
Tel. No. 11



DISTRICT OFFICES
TULKARM. 67

~~31.10.33.~~

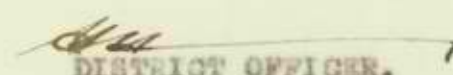
Director of Lands,
Jerusalem.

25 NOV 1933

Subject:-Lease Agreement D/Tul/ 75

Attached lease agreement in triplicate
in respect of above quoted State Domain property
is forwarded for favour of your kind signature
and return.

HK/EM.


DISTRICT OFFICER.



67
6. 21/2/16 -

2 NOV 1933

District Officer,
Tulkarm.

Subject:- Lease of State Domain.

Reference:- Your letter No. 11/17/2294
of the 11th of October, 1933.

I should be glad to receive the
agreements of lease duly signed by the
tenants.

1933 Cecil L. Horton

DIRECTOR OF LANDS.

✓
Copy to:- D/Tib/ 26, 27, 70, 71, 75, 76 & 77.

66

11/17/2294

DISTRICT OFFICER

TULKARM

11.10.33.

Director of Lands,
Jerusalem.

Subject:-Lease of State Domains
Tulkarm Sub District.

All leases agreements are under
consideration and completion and they will
be forwarded to you in due course.

SGD ?
DISTRICT OFFICER

original letter is kept in file G.21/2/16

65

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/ 75 - 7851

2nd Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

2 OCT 1933

To District Officer,

Tulkarm

Will you please reply to this Office Letter No. D/Tul/ 75 - 3380

dated 10th August, 1933

Subject:— State Domain - D/Tul/ 75

3rd Reminder Pl.
30/11

[Signature]

Director of Lands

GOVERNMENT OF PALESTINE

64
Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/75 - 7383

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

1st Reminder

To District Officer,

Tulkarm

D/Tul/75-7380

Will you please reply to this Office Letter No. _____
dated 10th August, 1933

Subject :- State Domain - D/Tul/75

29/9

Director of Lands

No. D/Lul/75 - 7380

L.F. 21

63

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

10-8-33

District Officer

Zulkarm

Subject :- State Domain — D/Lul/75

The Agreement of Lease in respect of the above mentioned property terminate ~~s~~ on the 31-8-33

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

19/9
1804 Coast + ...
DIRECTOR OF LANDS

DEPARTMENT OF LANDS
P.O.B. 356.
JERUSALEM.

5 OCT 1932

D/Tul/75 - 6267

Subject:- State Domain No.
Reference:- Your letter No.

D/Tul/75
29.11/147

29.9.32.

I am returning herewith two copies of the Agreement of Lease in respect of the a bove mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

F. C. (H. L.)
DIRECTOR OF LANDS.
MS

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 28th day of September one thousand nine hundred and thirty two between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Muhammad Nimer Abu Manna of Zaita village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Mario Yahya in the Land of Zaita in the Sub-District of Tulkarm and Northern District extending to an area of Ten dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tulkarm Vol. 56 Folio — dated — for the period of one year from the 1st day of September 1932 to the 31st day of August 1933 (determinable nevertheless as hereinafter mentioned) at a rent of five hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{Cons.} tithe of 10%, a yearly rent of five hundred mils only (L.P. 500 mils) payable in instalments on or before the — day of each of the months of — in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of Two hundred mils per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 96

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. Amin
DIRECTOR OF LANDS

in the presence of

S. K. H. H.
Deputy

Signed by the Tenant



in the presence of

S. Kafena
Revenue Clerk

268
Ref No. 11/147

61
DISTRICT OFFICES
TUL KARM.

29.9.9.32.

Director of Lands,
Jerusalem.

oct
- 1932
8753

Subject:-Lease Agreement D/Tul/ 75

Attached lease agreement in triplicate
in respect of above quoted State Domain property
is forwarded for favour of your kind signature
and return.

HK/BM.


DISTRICT OFFICER.

DEPARTMENT OF LANDS
P.O.B. 358
JERUSALEM.

12 DEC 1931

State Domain Reference
No.....

D/TUL/75 - 7426

District Officer

Tulkarm.

Subject:- State Domain

Reference:- Your letter no.
dated

26/56
4th Dec. 1931.

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The copy should be handed
signed
to the tenant for retention by him.


DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 16th day of September one thousand nine hundred and thirty one between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haj Müh. Nimer of Zeitla his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as stated in the attached Schedule in the lands of Zeitla in the Sub-District of Tul Kassar and the Northern District extending to an area of (17 Hachekes Schedule) dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of (Attached) Vol. (Attached) Folio (See Attached) dated (See Attached) for the period of one year from the first day of September 19 31 to the 31st day of August 19 31 (determinable nevertheless as hereinafter mentioned) at a rent of One Palestine Pound & two hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{con melle} tithe of 10%, a yearly rent of one Palestine Pound and two hundred mils (L.P. 1. 200 mils) payable in two instalments on or before the sixteenth day of each of the months of September & December 19 31, in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. D/Jul/75-77

Jehadros

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. S. S. S.
DIRECTOR OF LANDS
S. S. S. S.
S. S. S. S.

in the presence of

Signed by the Tenant



in the presence of

S. S. S. S.
D. A. Pulkar

Kind of Property	Area in Dunums	Government Share No. of Shares out of	Name of lessee	Tabu Record No.	Date	No. of Property	Village	Amount LP. Mills
Marâ Yahya	10	Whole	Haj Mohd Nimer	56	-	D/Tul/75	Zeita	- 500
Ard Abu Sarsour	50	do	do	57	-	D/Tul/76	do	- 300
Marâ Ard el Arida	8	do	do	59	-	D/Tul/77	do	- 400



Signature of Lessee *M. Nimer* DIRECTOR OF LANDS

Signature of Lessee

Signature of Lessee

In the presence of *Signature*

R. A. Clerk

Pul Khan

Ref No.

20/56

6035

60
DISTRICT OFFICES
TUL KAREM.

4th December, 1931.

Director of Lands
Jerusalem

6 DEC. 1931

18/12/31

SUBJECT : State Domains -D/Tul/75,76, & 77

I beg to enclose herewith lease agreement in respect
of the above properties.

2. They were put up for public auction please .

W. K. K.

DISTRICT OFFICER

No arrears.
ready for signature
18/12/31

60x

DEPARTMENT OF LANDS
P. O. B. 356,
JERUSALEM.

13 April, 1931

State Domain Reference
No. D/Tul/75 ^{247B}

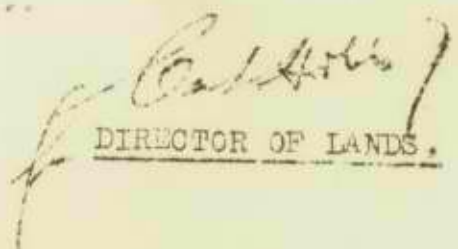
District Officer,
Tulkarem

Subject :- State Domain D/Tul/75

Reference :- Your letter No. 26/56
Dated 7th March, 1931

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The signed copy should
be handed to the tenant for retention by him.


DIRECTOR OF LANDS.

THE STATE OF TEXAS

County of _____

Shelton M. Jones, Plaintiff
vs.
_____ Defendant

Case No. _____

1. The defendant herein

is the owner of the premises

located at _____

and has been in possession of the same

for a period of _____

years.

2. The defendant herein

has been in possession of the premises

located at _____

for a period of _____

years.

3. The defendant herein

has been in possession of the premises

located at _____

for a period of _____

years.

4. The defendant herein

has been in possession of the premises

located at _____

for a period of _____

years.

5. The defendant herein

has been in possession of the premises

located at _____

for a period of _____

years.

6. The defendant herein

has been in possession of the premises

located at _____

for a period of _____

years.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *Seventh* day of *March* one thousand nine hundred and thirty *One* between *His Excellency of the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Nusni Mohd. Khdr* of *Zeita Village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *(stated in attached schedule)* in the *lands* of *Zeita village* in the Sub-District of *Tel Kasein* and *the Northern* District extending to an area of *stated in the attached schedule* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Tel Kasein* Vol. *(see the attached schedule)* Folio *dated* for the period of *one year* from the *first* day of *September* 19 *30* to the *31st* day of *August* 19 *31* (determinable nevertheless as hereinafter mentioned) at a rent of *two Palestine Pounds & two hundred & fifty mils* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~
Or 2. To pay in addition to the ^{commuted} tithe of 10%, a yearly rent of *two Palestine Pounds & two hundred & fifty mils* (L.P. *2 250* mils) payable in *one* instalments on or before the *day of each of the months* of *in every year* the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *two hundred mils* per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *Of/Jul/75-77*

Jf Madras

11. 4. 31

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. Kinn
DIRECTOR OF LANDS
B. H. H. H.
24/1/1981

in the presence of

Signed by the Tenant

C. S. S. S.
7th March 1981

in the presence of

A. A.
Paul Kinn
2.3.81

Kind of Property	Area in Dunums	Government Share No. of shares	out of	Name of Lessee	No. of Tabu Record	No. of Prop.	Village	Amount IP, Mils
Mares Yehya.	10	Whole	ويعي	Husni Mohd. Khader.	56	D/Tul/75	Zeita	750
Arđ Abu Sarsour	50	do.		do.	57	D/Tul/76	do.	750
Mares Arđ El Arida	8	do.		do.	59	D/Tul/77	do.	750



Signature of Lessee

Signature of Lessor DIRECTOR OF LANDS

في الحاضر من *Khader*

P. A. *Tul Kani*

7.3.31

M. Amin

Khader
24/1/22

59

Ref No. 26/56

DISTRICT OFFICES

TUL KAREM.

7th March 1931

Director of Lands,
Jerusalem



SUBJECT :- State Domain - D/Tul/75,76 & 77

I beg to enclose herewith lease agreement in
respect of the above properties for signature.

MEM


DISTRICT OFFICER
TULKAREM

L

1900-1901

Director of the
Bureau of the Census

Washington, D.C.

Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 10th inst.

Very respectfully,
John Edgar Hoover

58

DEPARTMENT OF LANDS
P.O.B. 356,
JERUSALEM.

11 8 DEC 1930

State Domain Reference

No.
D/Tul/75 - 8778

District Officer,

Tulkeram

Subject :- State Domain -

D/Tul/75

I am enclosing herewith a copy of Land Form No.7 in respect of the above mentioned property which has now been registered in the Tabu in the name of the Government of Palestine. ..

2. The State Domain Reference No. D/ has been allotted to this property; and I should be glad if you would use this number in all correspondence relating to this, subject.

(Sgd) Cecil L. Horton,

DIRECTOR OF LANDS

Copy to :- Registrar of Lands,

Tulkeram

DEPARTMENT OF LANDS, JERUSALEM.STATE DOMAIN HISTORY SHEET.

1. Sub-District Tulkeram 3. State Domain Ref. No. _____
2. Town or Village Zeita 4. Map Reference No. _____
5. Name of Property Maris-Yihia Parcel No. _____ Block No. _____
6. Situation Maris Yihia
7. Description Plain land
8. Category of Land Miri
9. Value _____
10. Land Registry Deed 711/30 Vol 1 Fol 25 Date 26.10.30
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area

	<u>9</u>	Metric Donums <u>193</u>	sq. metres
		Donums _____	sq. metres, sq. pics.
14. Boundaries:—
- North :— Road
- South :— Land of Ali El Dod
- East :— Do Do
- West :— Land of Attil Village
15. Shares :— In whole
16. Remarks :— Registration as per authority No.D/Tul/75 of 20.10.30.

This property falls in 'Attal Village (detached) Tul Keram Sub-district. It is not in Zeita Village. It was claimed during settlement and is allotted the final parcel number 7892/9

Wjany 10/6/36.

TLR/475/1930.

57
REGISTRAR OF LANDS
TULKERAM

30th November, 1930.

Director of Lands,
Jerusalem.

Subject:- Kushan No. 011296 Vol. 1/23 - Zefta
do 011297 Vol. 1/24 do
do 011298 Vol. 1/25 do
and do 011299 Vol. 11/3 Taybeh Foka.

Reference:- Your letter Nos. D/Tul/76 of 20.10.30
D/Tul/76 of 11.11.30
D/Tul/77 of 20.10.30
D/Tul/77 of 11.11.30
D/Tul/75 of 20.10.30
D/Tul/75 of 11.11.30
D/Tul/70 of 13.10.30
D/Tul/70 of 5.11.30
D/Tul/70 of 26.11.30.

I beg to submit herewith the above
certificates of registration as requested in your
letters and reminders quoted above.

Kindly acknowledge receipt of same.

M. Jaouni
Sub in 9.B.
3/12

SGD JAOUNI.
REGISTRAR OF LANDS.



Petition No. 488/1930.

Volume No. 1.

Certificate of Registration

Deed No. 711/1930.

Land Registry Office of Tul-Karem.

Folio No. 25.

Kaza	Tul-Karem.	Town or Village	Zeita.	Situation or Quarter	Maris Yibia.
Class of Land	Miri.				Remarks
Description of Property	Plain land.				
Boundaries	North	Road.			
	South	Land of Ali El-Dok.			
	East	do. do.			
	West	Land of Attil village.			
Area	9 donums and 193 Metres.				
Share	In whole.				
Mukataa or Bedal Ushr	-----				
Name of Former Owner	Mohamed son of Jabai and Abdul-Ruhman and Abdul-Pazik sons of Ahmed Jabai.				
Nature of Transaction	Registration as per authority No. D/Tul/75 - 7343 dated 20.10.1930.				
Consideration or Price	-----				

The immovable property above described is registered in the name of:—
His Excellency the High Commissioner for the time being in trust for the Government of Palestine. Resident of

And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Seal of Land
Registry Office



Date 26.10.1930.

Signature of Registrar of Lands



תעודת רשום

משרד ספרי האחוזה ב

מספר הספר

מספר הדף

מספר הבקשה

מספר השטר

המחוז	כפר או עיר	הרובע או השכונה	הערות
מין הנכסים דלא ניודי	הנכסים		
האיכות			
צפון			
דרום			
מזרח			
מערב	השטח		
החלק			
מוקטעה או ברל עושר	שם הבעל הקודם		
מין התנועה			
המחיר			

הנכסים דלא ניודי המתוארים לעיל רשומים בשם

מן ותעודה זו נתנה לו לראיה על הרשום הזה.

תעודת רשום זו נתנה בהתאם להוראות:

(א) סעיף 3 של חק העברת נכסי דלא ניודי מן ה-5 לג'מדר אואל 1331, (30 מרץ 1320).

(ב) סעיף 9 של פקודת העברת קרקעות 1920.

ההוראות הנזכרות הנן

- (א) תעודות רשום רשמיים יש להם תקף והגם מוצאים לפעל. בתי המשפט האזרחיים והשרעיים יתנו פסקי דין על סמך תעודות אלו ורשומן מבלי הוכחה נוספת. תעודת רשום רשמית לא תבוטל אלא על ידי פסק דין מבוסס על טעמים חקיים.
- (ב) הסכמת הפקידות ורשום השטר אינם כוללים כל ערובה על זכות הקנין או על תקף ההעברה.

חתימת רשם הקרקעות

האריך

חותם משרד

ספרי האחוזה

2nd

D/Tul/75 - 8353

28th Nov. 1930.

Registrar of Lands.

Tulkeram.

D/Tul/75

11th Nov. 1930.

State Domain D/Tul/75

13/12

(Sgd) Cecil L. Horton

55
D/Tul/75. -7883

11th November, 1930.

Registrar Of Lands.

Tulkarem.

D/Tul/75-7343

21.10.30.

State Domain D/Tul/75.

26/11

D/Tul/75 - 7343

54
21th October, 1930.

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
D/Tul/75.

The above mentioned property is registered in the mahlul registration under No. 6. Would you please register it in the name of His Excellency the High Commissioner and forward a certificate of registration to this office in due course. The category of the land will be that of the original registration in the name of Mohd. Ibn Saleh El Khalil.

sons of Ahmad El Jaba'a from whom

the property inherited to the said Govt.

(Sd/-) M. Dattar.
DIRECTOR OF LANDS.

5/11

وَرَدَ عَلَى الْوَلَدِ

DATE: 10/1/11 L. R. O. C-11

فردوسی

بطلب عدد الفاضل صاحب المصنف المذكور في الفاضل المذكور
الروضه ما رضى عنه من نسخا

المستوفى
مبلغ
الدين
الذي
هو

ارض الحاج حميد البق

در محمد احمد عبدالعزیز



سُهِلَ لِمَنْ يَسْرُهُ عَمَّا يَسْرُهُ لِمَنْ يَسْرُهُ لِمَنْ يَسْرُهُ
نَحْنُ

الحاج محمد الحاج من عسيل

DEPARTMENT OF LANDS

P.O.B. 356

JERUSALEM

30th October, 1929

State Domain Reference

No...D/Tul/75-14607.....

District Officer

Tulkeram

Subject :- State Domain D/Tul/75, 76, 77Reference :- Your letter No 299/56 of
the 7th of October, 1929.

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The *signed* copy should
be handed to the tenant for retention by him.

Gen L Horton
DIRECTOR OF LANDS

.....

.....

Reference to your letter of
March 10, 1900

.....
.....
.....

.....
.....

STATE DOMAIN REFERENCE No. D/Tul/75, 76, 77

53 A

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this first day of October one thousand nine hundred and twenty nine between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohamed El Nemer of Zeita Village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as (See attached schedule) in the Land of Zeita Village in the Sub-District of Tul Kare and Northern District extending to an area of (See attached schedule) dunoms more or less and more fully described in the Schedule and plan attached hereto and in the Tabu Register of Tul Kare Vol (see attached) Folio dated for the period of one year from the first day of October 1929 to the 30th day of September 1930 (determinable nevertheless as hereinafter mentioned) at a rent of Three Palestine Pounds & five hundred mils. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in manner hereinafter set out.

~~2. To pay in addition to the Tithe of 40%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{commuted} tithe of 40% a yearly rent of Three Palestine Pounds and five hundred mils (L.P. 3. 500 mils ru/ms.) payable in two instalments on or before the first day of each of the months of October 1929 & January 1930 in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ED. PAGE 9/2ul/75, 76, 77

J. H. Hadzoy

10.10.29

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of

M. Kinn
DIRECTOR OF LANDS



Signed by the Tenant
in the presence of

[Signature]
[Signature]
[Signature]

Kind of Property	Area in dunoms	Government Share No. of out of shares	Name of Lessee	Tabou Record No. Date	No. of Property	Village	Amount of rent
Mares Yahya	10	Whole	Mohd. Nimer Zeita	56 -	D/Tul/75	Zeita	LP. 1.500
Arâ Abu Sarsour	50	do	do do do	57 -	D/Tul/76	do	LP. 1.000
Mares Ard El Arîda	8	do	do do do	59 -	D/Tul/77	do	LP. 1.000

Signature of Lessee

Signature

Signature of Lessor

Signature of Lessor

No.299/56

District Offices

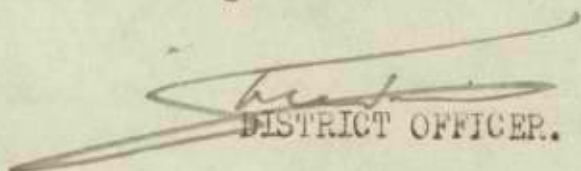
Tul Karem.

7th October, 1929.

Director of Lands,
Jerusalem.

SUBJECT : State Domain -
D/Tul/75,76 & 77.

I beg to enclose herewith
lease agreement in respect of the above
properties for signature.


DISTRICT OFFICER.

ER.

10. 1954

10. 1954

10. 1954

Director of Land,
10. 1954

Subject: State
10. 1954

I beg to enclose herewith

issue agreement in respect of the above

properties for signature.

10. 1954

10.

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/75
2. Town or Village " 4. Map Reference No. _____
5. Name of Property Zeita Parcel No. _____ Block No. _____
6. Situation Maris Yihya
7. Description Land
8. Category of Land Mahlul
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol 6 Date 16.1.320.
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
 { 10 Donums _____ sq. metres.
 _____ sq. pics.
14. Boundaries :—
 North :— Road

 South :— 'Aly Dook

 East :— " "

 West :— Atteel lands
15. Remarks :—

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM

27th November, 1928.

State Domain Reference

No. D/Tul/75 - 9832

District Officer,

Tulkarem.

Subject : State Domain -
D/Tul/75, 76, 77.

Reference: Your letter No
Dated 19th November, 1928.

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The Arabic copy should
be handed to the tenant for retention by him.

com

David H. H. H.
DIRECTOR OF LANDS

Kind of Property	Area in Dunoms	Government Share No. of Shares out of	Name of Lessee	Tabu Record No. Date	No. of Property	Village	Amount of rent
Mares Yehya	10	Whole	Mohd. Nimer	56. 24/11/75	D/7ul/75	Zeita	LP.2 - 3.500
Ard Abu Sarspur	50	do	do	57	D/7ul/76	do	LP.1. -
Mares Ard El Arida	8	do	do	59	D/7ul/77	do	LP.1.500 2.000

Signature of Lessee:-



(Sgd) J. N. Stubbbs
 DIRECTOR OF LANDS
 Signature of Lessor

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this Seventeenth day of November one thousand nine hundred and twenty eight between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohd. El Miner of Zeitun village Wm S.D. his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as shown in the attached schedule in lands of Zeitun village in the Sub-District of Tul Karm and Northern District extending to an area of _____

_____ dunoms more or less and more fully described in the Schedule and plan attached hereto and in the Tabu Register of Tul Karm Vol. _____

Folio _____ dated as shown in the attached schedule for the period of one year from the 1st day of October 192 8 to the 30th day of September 192 9 (determinable nevertheless as hereinafter mentioned) at a rent of Four Pounds Palestine & five hundred k's payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in manner hereinafter set out.

2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the tithe of 10% a yearly rent of Four Pounds Palestine & Five hundred k's (i.e. 4,500 mils m/ms.) payable in 2 instalments the 1st instalment on or before the 17/11/28 & the second on _____ day of each of the months of January 1929 in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 200 k's per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 57/175

27/11/28

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of


DIRECTOR OF

Signed by the Tenant
in the presence of



No:-D/Tul/75,

Director of Lands
Jerusalem.

50
District Offices,
Tul Karm.
19th, November, 1928

DEPARTMENT OF LANDS
GOVERNMENT OF JERUSALEM
27 NOV 1928
01690
Subject:- Leasing of State Domain D/Tul/75, 76,
----- and ~~76~~ 77.

.....
Attached agreement in respect of above properties
is forwarded to you herewith in triplicate for favour of
necessary action,

EL.

Copy to:-

Files D/Tul/76, & 77.

M. Hallel
District Officer
Tul Karm.
ef
L

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No.T/299/56.

Director of Lands
Jerusalem



49
District Offices
Tul Karem
9th October, 1928

Subject :- State Domain - Tulkarem D/Tul/75.
Reference:- Your No.D/Tul/75. of 19-9-28.

I beg to inform you that no tenders have been submitted for the lease of the State Domain referred to above.

Steps are being taken for its lease and you will be informed in due course please.

KHA/HMH


District Officer
Tul Karem



DEPARTMENT OF LANDS
T. O. B. 353
JERUSALEM

State Domain Reference
No. *D./Tal./75*

19 SEP 1923

D. O. /
Tulkarem

Subject:- State Domain
D/Tal/75

The Agreement of Lease in respect
of the above mentioned property terminates
on the *30th Sept 1923*

2. I should be glad if you would in
due course take the necessary action to
re-let this property.

for *Genl. S. H. H. H.*
DIRECTOR OF LANDS

1911

1912

1913

1914

1915

1916

47
D/Tul/75. -3228

17th March, 1928.

District Officer,
Tulkarem.

Subject:- State Domains-Tulkarem
D/Tul/75.

Reference:- Your T/299/56 dated
10th March 1928.

I am returning herewith
two copies of Agreement of Lease
in the name of Ahmed Hussein
Asieh in respect of the above
mentioned property duly signed
by the Director of Lands.

2. Kindly hand the stamped
copy to the tenant for his
retention.

(sgd) M. C. Bennett.
DIRECTOR OF LANDS

IKB/-

D/Tul/75

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this *First* day of *March* one thousand nine hundred and twenty *eight* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ahmed Hussein Bessich* of *Attil village, Tkm S/D* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Mares Yehya* in the *lands* of *Zuta village* in the Sub-District of *Ful Karm* and District of *Northern District* extending to an area of *10* — *T E N* — dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Ful Karm* Vol. *6* *Mahoul* Page. — date — for the period of *one year* from the *15th* day of *October* 192*7* to the *30th* day of *September* 192*8* (determinable nevertheless as hereinafter mentioned) at a rent of *Three Pounds Palestine* *Five hundred Ls.* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. To pay in addition to the Tithe of *12 1/2 %*, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the tithe of *12 1/2 %*, a yearly rent of *Three Pounds Palestine* *Five hundred Ls.* (S.P. 3,500 *Lev.*) by *one* — payments in advance on or before the *15th* of *March* 192*8* day of each of the months of *in every year, the first* of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *200 Mils.* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *5* *Tul/75*

19/3/28

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of



46
NO.T/299/56.

Director of Lands
P.O.Box 356.
Jerusalem.



District Offices
Tul Karen.
10th, March, 1928.

W. Badar
WCB

Subject :- Lease of State Domain property
D/Tul/75.

I beg to forward herewith agreement lease
in respect of the above mentioned property for favour of ne-
cessary action please.

HMH

[Signature]
District Officer
Tul Karen.

46
D/Tul/75.-3053

²²
13 March, 1928.

District Officer,
Tulkarem.

Subject :- State Domains -
D/Tul/75 & 77.
Reference :- Your T/299/56 of
9. 3. 28.

I am returning herewith
two copies of Agreement of Lease in
the name of Mohd. Nimer Abu Manaa
in respect of the above mentioned
property duly signed by the Director
of Lands.

2. Kindly hand the stamped copy
to the tenant for his retention.

3. I shall be obliged if you will
let me know what steps have been
taken to re-let this property.

[Handwritten signature]

2 DIRECTOR OF LANDS

IKB/-

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this *First* day of *November* one thousand nine hundred and twenty *Seven* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Mohd. Nimer Abu Manna' of Zeita village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Old Mara Gehya and El Qudra in the village* in the Sub-District of *Fal Karm* and District of *Northern District* extending to an area of *Zeita*

مورالين ~~_____~~ dunoms more or less and more fully described in the schedule

and plan attached hereto and in the Tabu Register of *Fal Karm* Vol. —

Page. — date — for the period of *one year*
from the *15th* day of *October* 192*6* to the *14th* day of *October*
192*7* (determinable nevertheless as hereinafter mentioned) at a rent of *Six Pounds*
Egyptian & Five hundred payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *Six Pounds & Five hundred*
milliemes (£E. 6. 500 m/ms.) by *one* payments in advance
on or before the *30th day of October 1926* day of each of the months
of in every year, the first
of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *600 Mills* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED IN THE
OFFICE OF THE
HIGH COMMISSIONER
13/13/28

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of



45

NO.T/299/56.

Director of Lands
Jerusalem.



District Offices
Tul Karem.
9th, March, 1928.

*Mr Badas
mcb*

Subject :- Lease; State Domains D/Tul/75.
and 77.

Reference:- My NO.T/299/56. of 2nd, March, 1928.

Enc.
[Signature]

I beg to forward herewith agreement lease in triplicate in respect of the above mentioned properties, for the year 1927, for favour of necessary action please.

Copy to File NO.299/59.

[Signature]
District Officer
Tul Karem.

NO.T/299/56.

Director of Lands
P.O.Box 356
Jerusalem.



44
District Offices
Tul Karem.
2nd, March, 1928.

Mr Badas
See reminder
15.3.28
Mr CB

[Signature]
6/3/28

Subject :- State Domain D/Tul/75.& 77.
Tul Karem.
Reference:- Your NO. D/Tul/75 - 5566, and
D/Tul/77 5567. of 7.11.27.

I regret very much the delay to answer
your above quoted two letters.

The tenant was absent and I am expecting
him very shortly. I shall in due course send you the con-
tracts for the two properties and for two years ending 14th
October 1927. and 14th, October 1928.

[Signature]
District Officer
Tul Karem.

Copy to File NO. 299/59.

43

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

DEPARTMENT OF LANDS,
P.O.B 356
JERUSALEM.

In reply please quote:—

D/Tul/75. - 1488

17 February 1928.

2nd Reminder

To District Officer,
Tulkarem.

Will you please reply to this Office Letter No. D/Tul/75 - 5566
dated 7th November 1927

Subject:- State Domain - D/Tul/75.

MG.

(Sgd) M. C. B.

Director of Lands

42

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

DEPARTMENT OF LANDS,
P.O.B 356
JERUSALEM.

In reply please quote:—

D/Tul/75 - 7066

1st Reminder

19 December, 1927

To District Officer,
Tulkarem

Will you please reply to this Office Letter No. D/Tul/75 - 5566

dated 7th November, 1927

Subject:- State Domain - D/Tul/75.

RP.

[Signature]
for Director of Lands

D/Tul/75 - 5566

Received
9/12/27
41
[Signature]

7

November, 1927

District Officer,
Tulkarem.

Subject:- State Domain-
Tulkarem-D/Tul/75.

I should be obliged if you would forward the Agreement of Lease in the name of Mohd. Nimer appearing on your State Domain Revenue Return for August 1927 as having paid the sum of £.4.000 in respect of the year ending 14.10.27.

2. I should also be obliged if you would arrange to have this property re-let.

CH. L. HORTON
DIRECTOR OF LANDS

IKB/RP.

D/Tul/75

40
April 8th, 1926

District Officer,
Tulkarem

Subject:- State Domains -
Tulkarem D/Tul/75

Reference:- Your D/Tul/75 of
11.2.26.

I am returning herewith two copies of agreement of lease in the name of Mohammad Nimer, for the above property duly signed by the Director of Lands.

2. It is noted that Two Arabic copies of the agreement were stamped whereas one English copy should have been stamped and the State Domain Reference numbers were not inserted on the agreements in the space provided for the purpose. I would draw your attention to my circular in regard to Preparation of Agreements of Lease.

3. I shall be obliged if you will hand a stamped copy to the tenant for his retention.

(Sgd) M. C. BENNETT
DIRECTOR OF LANDS

AGA

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 14th day of October one thousand nine hundred and twenty five between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Muhammed Naim of Zetta - Nakkurah sub District his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Mario Yehya in the Saudi of Zetta in the Sub-District of Nakkurah and Northern District District extending to an area of ten dunams dunoms more or less and more fully described ~~in the schedule~~ and plan attached ~~hereto~~ and in the Tabu Register of Nakkurah Vol. 6 Folio 16/1/320 dated 16/1/320 for the period of one year from the 14th day of October 1925 to the 14th day of October 1926 (determinable nevertheless as hereinafter mentioned) at a rent of Four pounds Egyptian only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. To ~~pay in addition to the Tithe of 12 1/2 %, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 2 1/2 %, a yearly rent of Four pounds Egyptian (I.E. 4 m/ms.) payable in one instalment instalments on or before the month of February 1926 day of ~~each of the months~~ in every year, ~~the first of such payments being made on the execution hereof~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 20 P. m/ms. per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 2/100/15

18/2/26

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

W. S. Smith
W. S. Smith

W. S. Smith
DIRECTOR OF LANDS
HIGH COMMISSIONER

Signed by the Tenant
in the presence of

W. S. Smith
W. S. Smith

YKLB
M Bidas
record
MO

Dr. Doukhan,
Sir,

Owing to absence of
both parties, the
claim was dismissed
& appeal struck out

M Bidas
30/3/20.

This image shows a full page of blank graph paper. The paper has a light cream or off-white color. A grid of thin black lines covers the entire surface, forming small squares. There are approximately 20 columns and 25 rows of squares. Two dark, irregular spots are visible on the right side of the page, one near the top and one near the bottom.

Article 30 not applicable because of failure to prove
possession

Same 78 is not one of the three ways
1662.

I Article 30 ~~is~~ inapplicable because
of failure of proof

Same as to prove facts

Article 8 of Rules of Court for Lower Courts

D/Tnl/75

1/ Permission for three pieces @ Aluda, Zeta,

Buht Ghazet.

See for Am Sansour Mans Yahia^{14 D} ⑩
 & Area El Aneida^{26 D}

① Discrepancy/ Hay Mohd Khalil: Never saw the frame.
Saw Ref no. 15 years vacant.

Shurt Ali Hussain: Never been on
the land. Land to Host 1/2 hour.

Ref. in name of Govt.

He stated that he had been in the land of

Govt. & possession of

He failed.

(1)
Abdullah Salah el Alai. Not used for
10 or 15 years. N. Road in Dar abell al
E. Salah al Hamdi S. Road

Ali ibn Khader Antar. N. Attil in Hamdan
Antar E. Attil S. Attil.

~~Ali Bar~~

Alame Rqar Hussein

92-5 I have passed through
it once or twice

Halil el Mahinoud. I don't know who
ever used the land

(6) Ahmed Ahmed el Halil

Since death of Yusuf Halil
Don't know who occupies

(6) Ibrahim Abd el Rahman

I and father tiller it until
20 years ago. Has it
again 6 years ago
clear after occupation

President,
Court of Appeal,
Jerusalem.

Appellant:- Mohammed Ibn Saleh Khalil of Jett Village.
Respondent:- Izzat Bif. Al Jaouny, Registrar of Lands, Tul-Karem
Representing the Land Dept. & Govt's Attorney.

STATEMENT OF APPEAL.

I lodged a case in the Land Court of Samaria against the Registrar of Lands of Tul Karem requesting to prevent the Government of resisting against me in the lands of Maris Yihia, (known in the village as Birket Ghazieh) Ard al Aridah & Ard about Sarsour, which are under my control and the remainder of my father's inheritance, reverted to him from my grandfather Khalil Mahmoud; and for which the Government resisted against me last year and hired to others with the claim that it was Mahlul (State Domain). On hearing the case, The Government's attorney stated that the case of Maris Yihia and Ard about Sarsour should not be heard. As a matter of fact the permission given to us by the High Commissioner was to raise a claim for Aradi al Aridah, Birket Ghazieh & Zeita. It was an overlook on the part of my attorney to have requested in his application that a permission be granted to raise a claim for Maris Ard Zeita. He intended to ask a permission for Ard about Sarsour from Zeita Lands. My attorney decided to overlook the claim for ard about Sarsour and prove to the Government that ard Birket Ghazieh is the same ard Maris Yihia and that it is registered in the Tabou in thus name and known to us in the village as Birket Ghazieh.

Case was heard in respect of ard al Aridah and Maris Yihia (famous as Birket Ghazieh). I proved to the Court that these lands belonged to my grandfather Khalil Mahmud, and after him to his two sons, my father Saleh and my uncle Haj Yousef Khalil, that my father died twenty years ago, and I put my hand on the land; then my uncle died, and I together with his wife became the owners of the land until last year when the Government put its hand on the land and hired to other persons claiming that it was Mahlul. The Government's attorney claimed that these lands belonged originally to Mahmoud Ibn Nasr el Jabay & Abdul Kazzak & Abdul Rahman al Jabay and that these died without heir, and so the land was declared Mahlul and was registered under date 15 July 1921. The Court Government decided at first to impose on the Registrar of Lands to confirm the Government's hiring these lands during the past years from the date of its registration as Mahlul, and imposed on me to confirm that the lands belonged to my legatees and to me after their death.

I mentioned the following persons as witnesses:-

Haj Mohammed el Khalil from Zeita
Abdullah al Fatr
Sheikh Ali Hussein
Abdul Kader Al Zabeedy
Ali al Fatr from Zeita
Haj Mohammed Abdul Kazzak
Yousef Abdel Kazzak
Al Abd al Ahmad
Sa'd Al Suleiman
Al Abd al Hussein
Samara Ibn Yihia al Mahmoud
& Ibrahim Ibn Yihia-al-Mahmoud Mohammed al Othman from Jett

the
Summat
Salem
two

1. The first point to be considered is the question of the validity of the contract.

2. The second point to be considered is the question of the validity of the contract.

3. The third point to be considered is the question of the validity of the contract.

4. The fourth point to be considered is the question of the validity of the contract.

5. The fifth point to be considered is the question of the validity of the contract.

6. The sixth point to be considered is the question of the validity of the contract.

In the second session, the Government's attorney said that the Government the year before last possessed the land and hired it, but that he had no proofs that the land was possessed by the Govt. before that year.

Of the above mentioned witnesses, I brought the following before the Court:-

Abdullah al Fatr
Ali al Fatr
Al Abd al Hussein
Yousef Abdel Hazeq
Al Abd al Ahmad
& Ibrahim Mohammed Othman.

These witnessed that the land was under my grandfather's possession, and after him under the disposal of both my father Saleh Ibn Khalil and my uncle Haj Yousef, and that after them I and my uncle's wife put our hands on the land, and that we hired and cultivated it by ourselves, and that the Government did not hire it or even had any control over it. But the Government's attorney asked the witnesses to mention the kind of plantation planted and the persons who cultivated and planted it each year. And as this is impossible to remember even by the owner of the land, the witnesses became tired and gave inconsistent testimonies. But they all agreed and witnessed on the fact that the land was under my possession and the possession of my legatees for a long period, and that the Government did not interfere before last year. And although the Govt's attorney failed to prove that the Govt. put its hand as soon as it was declared Mahlul, and although we proved our possession of the land, the Court decided on November 9th 1925 to refuse our claim, and make us responsible for all charges and legal expenses, with the claim that this land was not registered in the Tabou in the name of my grandfather or in the name of my father, and that I did not prove the way in which period of our possessing the land, nor the way in which my grandfather came to possess the land, and that my witnesses gave inconsistent testimonies in respect of the boundaries, and that my raising a claim for Maris Yihia was contradicting to the permission given me.

And whereas this judgment is contradicting to my rights, I forward hereby my appeal together with security on the expenses of the Respondent in case I fail to prove my allegation, and request that is appeal of mine be accepted, and judgment be (cancelled) dismissed for the following reasons:-

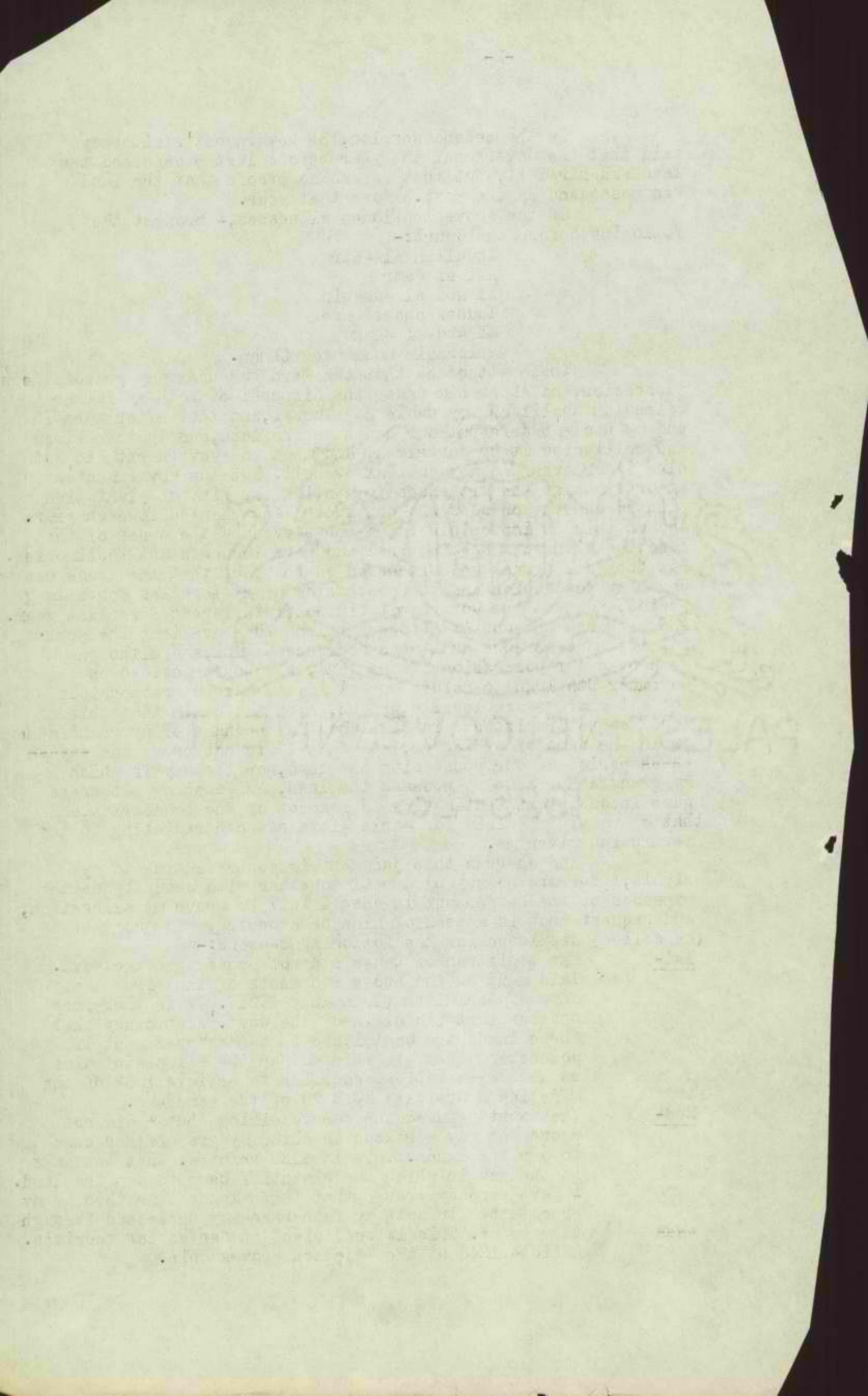
1st-

The Registrar of Lands did not prove that the Govt. laid hand on the above two plots of land from the date of Mahlulieh (15th July 1921). It is therefore obvious that the claim of the Govt.'s attorney that these lands are Mahlul, and that the Government if possessing them, is refuted for the ellapse of time on the registration, according to Article 1662 of the Mejelleh & Articles 20 & 78 of the Land Law.

2nd-

The Court refused the case, claiming that I did not prove the way & reason in which my grandfather came to own the lands. This is also refuted. What Law asks is the way in which the plaintiff came to own the land. I have already proved that these lands came through my grandfather to both my father and my uncle, and through them to me. This is sufficient as far as law requires. Article 1248 of the Mejelleh proves this.

them



3rd-

The Court refused the testimonies that my witnesses gave, with the claim that they were inconsistent in respect of the boundaries. But as these witnesses stated that they knew the land, the Court ought to have made an inspection, and let the witnesses demarcate it, according to Article 1691 of the Mejelleh. The Court's refusing the case before making such an inspection and hearing the testimonies of the witnesses, is contradicting to the above article. Inconsistent testimonies do not entitle the Court to refuse the case, according to article 10 of the Amendments of the Law of Evidence 1924.

4th-

The Government's attorney stated during the session, that he does not object in registering this land in my name after payment of Badal al 'Isl. This also proves that the judgment of the Court to refuse our claim is contradicting to law.

5th-

The Court refused the case claiming that we had no Kushan. But Article 78 of the Land Law states that whoever possess the land for a period of ten years, although he has no kushan, a new one will be given him. In our case, we have possessed the land for more than 40 years. Refusing this case, is therefore contradicting to the aforesaid article.

I request, therefore, that the previous judgment be cancelled, and a just judgment be given proving my possession of the land, that it should be registered in my name, and that the Government be responsible for all charges and expenses.

Enclosures:-

Security Note
List of Statements.

(Sgd) Moh. Ibn Saleh Al Ahalil
from Jett.

Heb

Mohd. Ibn Saleh Ahalil of Jett Village has lodged a case in the Land Court of Samaria to prevent the Government of resisting against him in the lands of Maris Yihia (Known in the village as Birket Hazieh) and Ard Al Aridah. The Court decided on 9th November 1925 to refuse his claim and make him responsible for all charges and taxes incurred in this case. He intends to appeal the judgment to the Court of Appeal at Jerusalem. I, the undersigned, guarantee the appellant for all the expenses & charges to be incurred on him in case he fails to prove his allegation,

December 1925.

(sgd) Said Ibrahim Hammad
of Jett Village.
(Seal) ditto.

Witnesses

(Sgd) Saleh bin Abdul Razek Yassin.
(Sgd) Said Abdullah al Amr.

The above signed guarantor, Said Ibrahim Hammad of Jett village is a wealthy landlord and his testimony is respected and correct.

2nd December 1925.

(Sgd) Elias Soudah
Merchant of Tul Karem
(Sgd) Mohd. Abdul Halim
Merchant of Tul Karem

We, Mukhtars and Elders of Jett village, witness that the above signed guarantor, Said Ibrahim Hammad of our village is wealthy and capable of this security, and is registered in the Tabou as a Landlord. His testimony is respected and correct.

2nd December 1925

Member (Sgd) Mohd. Mas'oud
Mukhtar (Sgd) Mas'oud Abdel Razek.

The Security of the above signed Guarantor is accepted
7/12/25.

Mayor (Sgd) Abdel Rahman.

The signature & seal in this Security are those of the guarantor Said Ibn Ibrahim Hammad of Jett village.

It was signed in my presence and the presence of the two known witnesses Said Abdullah al Amr of Deir Al 'Oudoun & Saleh Abdel Razek Yassin. And after having read its contents to him, he signed it, and it was registered.

(Sgd) Jamal.
Public Notary

Handwritten signature/initials

Plaintiff:- Mohamed Saleh Khalil

Defendant:- Registrar of Lands, Tulkarem.

Studying the case, it transpired that plaintiff Mohd. Ibn Saleh Khalil of Jett village, (Tulkarem Sub-District) for himself and on behalf of the heirs of his father and the estate of his grandfather Khalil Ibn Mohamed the testator and the original owner, claims that the property inherited by him from his father who inherited same from his father (plaintiff's grandfather) comprises two plots of land, one known as Maris Yihia at the village known as Birket Ghazieh, and the other Ard Al Aridah of Zeita village lands. Boundaries of both plots are known. In his petition, the plaintiff requests that the Government should be prevented from interfering in the plots, which the latter claims to be Mahlul. The Registrar of Lands, on behalf of the Lands Department, stated that the Mahlulship of these plots was proved to the Previous Govt., and a judgment to this effect was issued on 15 Tammuz 1321, as the lands were left after Mohd. Ibn Nasr El Jabai, Abdul Razzak & Abdul Rahman sons of Ahmed Al Jabai, who died leaving no heirs, as proved by the Tabou Registers produced in this case, and that the plaintiff's statements are incorrect etc. etc...

Hearing both parties and their witnesses, it transpired that the lands in question were not registered in the Tabou in the name of the plaintiff's grandfather, and the plaintiff could not prove how his grandfather owned the lands, no Tabou register was found, and he did not prove the period of possession by his testators and the period of his own possession/as well as the statements of his witnesses were contradicting respecting the

boundaries of the lands, as the boundaries they mentioned did not agree with the boundaries of the case.

/// As no proof was given re the period of possession and disposition by the plaintiff and his testators in accordance with Abts. 20, 78 & 59 of the Land Code, and especially as the plaintiff claimed that Maris Yihia is Birket Ghazieh, and he failed to prove that Birket Ghazieh, in respect of which he obtained a permission to sue the Government, is one and the same Maris Yihia, therefore, it is decided by agreement to dismiss the case of the plaintiff and that he should pay the Court fees.

Judgment in presence subject to appeal.

Given this 9th day of November 1925.

Certified true copy.

Legal/5.

גוזג גמרה 5 קצאני
משפטים מספר 5



PALESTINE

SUMMONS TO PARTIES.

(CIVIL ACTION)

אעלאנ אלכסאמ הזמנה לעדדים.

(דעו חקוקיע) (משפט אזרחי)

8/Tul/26

Court of

Court of Appeal

עמקה

בית המשפט

To

אל 9/3/26 - מולק הקקא

No. of action

Land 140/25

גמרה הקציע

מספר המשפט

Names of Parties

Mohd. Saleh Al Khalil of Tul Karu

אמא אלכסאמ

שמות העדדים

Take notice that the above action will be heard on

9/3/26

נבלק אנ הדעו הבניה בעאליה סטנאר פי יום
נודיעך כי המשפט הנזכר לעיל יכורר ביום

And that you are required to appear on that day.

ויקטצי חסורכ פי היום המזכור
ודרוש שהחיה נוכח ביום הזה

Date

8 - 2 - 1926

אאריח
האאריח

On

אנ פי יום
ביום

I

אנלקא אנא
בארי אני

repaired to the residence of

אל מכל האקאמה
למקום מגורו של

and handed a copy of this Summons to

Entered in Diaries

ואעלאנ סורה הזה האעלאנ
ואמסור העתקה סהודעה



Process Server

المباشر
شمس بي"ד

Witness

الشهود
העדדים

Person Summoned

المعلن اليه
مسكبل ההודעה

36

A circular purple ink stamp from the Department of Lands, Government of Palestine. The outer ring contains the text "DEPARTMENT OF LANDS" at the top and "GOVERNMENT OF PALESTINE" at the bottom. In the center, it says "File No." followed by a blank space, and below that, the date "13 FEB. 1926".

District Offices,
T U L K A R M ,
Sub-District,
P.O.B.I.
11th. February, 1926.

Subject:-Leasing State Domains No.D/Tul/75.

Enclosed please find agreement in triplicate
in respect of above mentioned property for favour of signature
by His Excellency the High Commissioner.

Checks entered increased £. 2,500

13/2/26.

District Officer,
TULKARM.

English agreement
should be stamped.
State R. not inserted.

Agent detached
89.
13
2/26
F.M.
MCS

• The year ended 31st March 1968

	1967-68	1968-69	1969-70	1970-71	1971-72	1972-73	1973-74	1974-75	1975-76	1976-77	1977-78	1978-79	1979-80	1980-81	1981-82	1982-83	1983-84	1984-85	1985-86	1986-87	1987-88	1988-89	1989-90	1990-91	1991-92	1992-93	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82	2282-83	2283-84	2284-85	2285-86	2286-87	2287-88	2288-89	2289-90	2290-91	2291-92	2292-93	2293-94	2294-95	2295-96	2296-97	2297-98	2298-99	2299-00	2300-01	2301-02	2302-03	2303-04	2304-05	2305-0
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D/Tul/75

February 4th, 1926

District Officer,
Tulkarem.

Subject:- State Domains- Tulkarem D/Tul/75

The agreement in respect of the above
property terminated on 30.9.25.

2. I shall be obliged if you will arrange
to have this property re-let on a yearly tenancy
and forward the agreement to this office in due
course for His Excellency's signature.

(sgd)
A/DIRECTOR OF LANDS

AGA

المطوب

فانظر من هذه الاسباب رحم اعطى العادل بفتح قرارهم الموقرة
الكلور اوسوم والمعاريف وتلقوا بقبول فائزوا افرام
والجود من هذه الاسباب وقاموا ففوزوا طبعا في الانسان فاعبوا في الارض في ملكهم الموقرة

صفحة
رقم

صفحة
الاجل

1 P.T.
E.E.F.

Translation
JKH

~~950/251~~[illegible]

بسم الله الرحمن الرحيم
الحمد لله رب العالمين

1911

الرسم
 ٢٠ - ٨
 ٢٨

H. J. Z.
100T.
E.E.F.

OPDA OPDA OPDA OPDA OPDA
IPT IPT IPT IPT IPT
EET EET EET EET EET

TLR.1/12/1.

32

Registrar of Lands,
Tul Karm.
15th, December, 1925.



Director of Lands,
Jerusalem.

Subject:- State Domain Lands-I/Tul, 75,
76 & 77.
Reference :- Attached Notice of Appeal.

I beg to submit herewith papers served upon me by Land Court, Samaria, from which it appears that Meh-d. Bin Saleh El-Khalil of Jett village is appealing the Judgment given in favour of the Government in respect of the above mentioned State Domain Lands.

For your information and instructions, please.

Maamun
Registrar of Lands.

D/Tul/75.

15th December 1925.

Registrar of Lands
Tulkarem

Subject:- State Domains - Tulkarem.

D/Tul/75, 76, 77

Reference:- Your LEN/8/2 dated
21.11.25.

Kindly inform me whether any
appeal has been lodged on 9th November 1925
in respect of the above case as the period
of one month allowed expired on 9th December
1925.

(Sgd.) M. DOUKHAN.

DIRECTOR OF LANDS.

KLH

LRN/8/2

Dr. Foukhar



Registrar Of Lands
Nablus.
21-11-25.

Director Of Lands,
Jerusalem.

Subject:- State Domains D/Tul 75, 76, 77
Reference:- Your letter No. D/Tul/75 of 13/11 25.

I beg to enclose herewith a certified copy of the judgment
required in your letter under reference.

MAG

[Signature]
Registrar Of Lands

Translated with
24/11/25

File - 7/25

Judgment No 9

Plaintiff: Mohd Saleh Khalil

Defendant: Ref. of lands Fulkane

During the case it transpired that plaintiff Mohd Saleh Khalil of Jit village T.K. & D. on his own & on behalf of the heirs of his father & the estate of his grandfather Khalil ibn Mohd the testator & original owner - ~~claims~~ that the property ~~inherited~~ ^{inherited} by him from his father who inherited same from his father (plaintiff's grandfather) Khalil comprise two plots of land one known as ~~Mas~~ Yehia & at the village known by the name of ~~Rasul~~ ^{Berket} Khazich & another land el Mridah of Zaita Village ~~lands~~ 3. ~~Both lands~~ The boundary of both plots is known. In his petition, the plaintiff requests that Court be prevented from interfering in the plots, which she ~~claims~~ to be Mahloul. The Registrar ~~stated~~ ^{stated} on behalf of ~~land~~ ^{land} dept that the Mahloulship of these plots was proved to the Court & a judgment to this effect was given on 15 Tammuz 1321 as the lands were left by by Mohd ibn Nasr el Jaisi & Abdur Razzak & Abdur Rahman sons of Ahmed el Jaisi who died leaving no heirs as proved by the Taluk Registers produced in this case & that the plaintiff's statements are incorrect & etc - Hearing both parties & their witnesses it transpired that the lands in question were not registered in the Taluk on the plaintiff's grandfather & the plaintiff could not prove how his grandfather derived the lands & no Taluk register was found & he did not prove the period of possession by his testators & the period of his possession as well as the statements of his witnesses were contradictory respecting the boundary of the lands as the boundary

2

they gave did not agree with the findings of the case.
As no proof was given re the period of possession &
disposition by the plaintiff & his testators in
accordance with Arts 20, 78 & 59 of the Land Code
& especially as the plaintiff claimed that Mares Yehia
is Berket Ghazieh & he failed to prove that
Berket Ghazieh, in respect of which he obtained permission
to sue Court, is one and the same as Mares Yehia, it
has been decided by agreement to dismiss this
case of plaintiff and that he (plaintiff) pay
the Court fees. Judgment, subject to
appeal was given in presence on 9.11.25

certified true copy.

D/Tul/75

28

Department of Lands

P.O.B. 356

Jerusalem

13th November 1925

Registrar of Lands
Nablus.

Subject :- State Domains. D/Tul/75,76,77

The Court dismissed the action of
Mohamad bin Saleh of Zeita Village in regard to the
properties known as Ard el Arida, Ard Abu Barsur
and Maris Vibia.

The case was heard at Tulkarem
on the 9/11/25. (Court File No.7)

Will you please ask the Chief Clerk
of the Land Court Nablus to give you a certified
copy of the judgment and forward it to this office
as soon as possible.

M.D.
DIRECTOR OF LANDS

BF/MG.

Land Registry Department.

Report of Survey and Enquiries on the ground.

File No. _____

Lot No. _____

Survey or Enquiry made by _____ on _____ 19

in the presence of _____

Particulars of Property as ascertained by survey or inspection:—

Village _____ Locality _____

Nature of Property _____ Category _____

Total extent _____ Uncultivable _____

Cultivated _____

Boundaries:— _____

Existing Registration	in the Tapou Register	No. _____ Date _____ Extent _____
		In name of _____ of _____
	In the Werko Register	Extent _____ Value _____
		In name of _____ of _____

Present Possesser _____

of _____

How and when acquired _____

Instructions of Registrar _____

Plan of the property to be attached or insered at back. Mukhtar's certificate to be supplied if the person in possession differs from the person registered by Tapou. One Mukhtar's certificate may be used to cover all lots surveyed or inquired into with proper reference to the several lots as numbered in these forms. Particulars of trees standing on the land should be given in all cases.

دائرة الطابو

تقرير عن نتيجة التحقيقات على الارض ومساحتها

نمرة الدوسية

نمرة القطعة

المساحة او التحقيقات التي اجراها **مأمور** **البلد** بحضور **محمد النور** **والد علي** **محمد العبد** **ومحمد الصالح** **وعبد الله** **الزبيدي** بتاريخ **١٠** **١٤٢٥** سنة

التفصيلات التي ثبتت عن الملك عند المساحة والتحقيق

القرية **سيدا**

الموقع **ارض ماسكي**

الفئة **بري**

نوع الملك **ارض مسامط**

مجموع المساحة **١٩** **درة** **١٧٤** **فانج** **بري**

غير قابل الزراعة -

المنزوع **جميع المورثين**

الحدود **مورث** **ورث** **عن** **ابو اسير** **جنوب** **الحاج محمد** **الحاج** **من** **عشيرة** **قفا** **الحاج** **محمد** **ابو** **عزبا** **ورث** **محمد** **العبد**

المساحة

تاريخ

نمر

في سجل

باسم **محمد بن نصر** **فليس** **عبد الزيد** **وعبد الرحمن** **ابو** **محمد** **فليس**

دائرة الطابو

القيمة

المساحة

في سجل

باسم

دائرة الويركو

القيمة الحالية

لنور **نور** **محمد** **نور** **ورث** **عن** **الحمد** **ورث** **عن** **عبد** **محمد** **نور** **نور**

المالك الحالي

كيفية وتاريخ الامتلاك

مأمور **البلد**

بمنا

معلم **دعوى** **بري** **احمد** **بن** **محمد** **نور** **ورث** **عن** **الحمد** **ورث** **عن** **عبد** **محمد** **نور** **نور**

تعليمات المسجل

يرفق رسم الملك مع هذا المطبوع او بدرج على ظاهره . يلزم تقديم شهادة من المختار اذا كان المالك الحالي يختلف عن الشخص المسجل الملك باسمه في قيود الطابو . تقبل شهادة واحدة من المختار عن جميع القطع المسووعة والتي تحقق فيها شرطا ان يشير الى نمرة كل قطعة مندرجة في المطبوعات . في كل الاحوال يلزم اعطاء تفصيلات مستوفاة عن الاشجار المغروسة في كل قطعة ارض

27
D/Tul/75

November 5th, 1925

District Officer,
Tulkarem.

Subject:- State Domains-
Rents- D/Tul/75

1. It is noted that the sum of £E.O.750, in respect of the above property being the instalment due on or before September 1925, is in arrear.

2. I shall be obliged if you will arrange to have this amount collected and notify me when this is done showing the amount collected on your Monthly Revenue Return F.32A

~~CONFIDENTIAL~~

DIRECTOR OF LANDS

AGA

2nd November 1925.

26

Registrar of Lands
Jenin.

Subject :- State Domains Tulkarem - D/Tul 75,76,77

1. An action was brought by Mohamed bin Saleh of Zeita Village in the District of Tulkarem, claiming undisputed possession in 3 plots of land known as Ard el Arida, Ard Abu Sarsur and Maris Yihia alleged to have been originally possessed by his grand-father Khalil and on his death by his heirs.
2. The land has been declared Muhlul in 1321, the original registered owners of the land being Naser El Jaba'i, Abdul Razak and Abdul Rahman sons of Ahmed el Jaba'i.
all these persons died without leaving heirs.
3. There is an indication on the exact of the Daftar el Muhlulat, to the effect that a litigation existed between Yusef bin Khalil Mahmud uncle of the present plaintiff and the Turkish authorities.
4. The Court asks this Department to prove the fact that such a litigation actually existed.
5. I understand that Abdul Rahman Awad the turkish Maamur of your office knows some particulars in connection with the above mentioned case.
6. Will you please instruct him to furnish

STI
RNM

NE
ENT

the Registrar of Lands Tulkarem with a detailed report on the case a copy to the office and hold himself in readiness to appear at the Court of Tulkarem and give evidence for the defence, upon the request of the Registrar of Lands Tulkarem.

Please treat the matter as urgent ~~as possible~~.

(Sd.) S. N. STUBBS

DIRECTOR OF LANDS

BF/MG.

TIN
ME

Copy of Summons
to Registrar of Land
Gulshan

نور حسن

۷

دعوی حقارت

اعدادہ و عدلیہ

محکمہ اداؤں و اقسام

۱۱ مسجد اقصیٰ طبرستان با اوصاف و احوال

الحکیم بن علی بن ابی طالب (ع) حاکم طبرستان

الشیخ محمد صالح بن مریم جت

بفائدتہ عدم العارضہ فی تفتہ اداؤں

۱۷/۱

نور حسن

D/45, 46, 47

25
D/Tul/75.

9th October, 1925 .

Registrar of Lands,
Tulkarem.

Subject : State Domains Tulkarem.
----- D/Tul/25, 76 & 77.

Reference: Your TLR/1/12/1 of the
----- 23.8.25.

Will you please inform me in
due course when the above mentioned case
has been set down for hearing.


DIRECTOR OF LANDS.

MBE/LY.

Registrar of Lands,
Tulkarm,
23-8-1925.



Stul/75

Director of Lands,
Jerusalem.

Subject:-State Domain-Tulkarm,D/Tul.75,76 & 77.
Reference:-Yeur D/Tul.75,76 & 77 of 20.8.25.

The plaintiff withdrew his claim with regard to State Domain D/Tul.76 only, because the permission which was given him by the Officer administering the Government does not authorize him to institute an action against the Government in respect of this land, but litigation with regard to the other two lands is still proceeding in the Land Court.

In my letter of even number dated 18th, July, 1925, I have forwarded a copy of my defence in the Court, and have informed you that the court decided to ask me to produce in the next session (not known yet) the contracts of lease from the ^{date} declaration of the mahlulship of the lands up to this year, and find out the papers of the action which was brought against the Government in 17th, February, 1328 (untraceable) by Haj Youssef Bin Khalil El-Mahmuq; In the same time asked the plaintiff to mention his witnesses.

The Court has set down to hear this case on 8-7-25, as it is mentioned in the summon kept ~~at~~ one of the above mentioned files, please.

M. H. H.
Registrar of Lands.

D/Tul/75, 76, 77,

Department of Lands,

P.O.B. 556.

Jerusalem, 20.8.75.

Registrar of Lands,
Tulkarem.

Subject:- State Domains - Tulkarem
----- D/Tul/75, 76, & 77.
Reference:- Your TLR/1/12/1 of the 18.7.25.

(1) In para 1 of your a/m letter you state that the plaintiff withdrew his claim, whereas from para 2 of the same letter it appears that litigation is still proceeding.

(2) Will you please state ~~that~~ the date on which ^{this} ~~their~~ case has been set down for hearing.

(3) Please forward as soon as possible a copy of the proceedings in Court.

M.H.
DIRECTOR OF LANDS.

BF/NO.

TLR.1/12/1.

Registrar of Lands,
Tulkarem.
18th, July, 1925.



Director of Lands,
Jerusalem.

Subject:-State Domain-Tulkarem.
D/Tul.75,76 and 77.
Reference: Attached Files.

Mr. Assouf
T. Karate
propr. files
M.B.
21/7/25

1. On 8th, July, 1925, the Land Court heard the action brought against us by plaintiff Mohammed Ibn Saleh El-Khalil of Jat village, who is claiming the ownership of the above mentioned three State Domain Lands, and I am forwarding herewith a copy of my defence before the Court, in which confuting the claim of the plaintiff and proving that these lands are in undisputed and continuous possession of the Government since the declaration of Mahlulship, and stated also that the plaintiff is unauthorized to bring this action in the Court and claim the ownership of the State Domain Land D/Tul.76. etc. as explained in my defence,, and therefore he withdrew his claim with regard to the said land.

2. The decision of the Court was that I have to produce in the next session the contracts of lease as from the date of Mahlulship of these properties up to the present (which is quite impossible and to find out the papers of the case which was instituted against the Government during the Turkish time on 17th, February, 1328, by Haj Youssef Ibn Khalil El-Mahmud as referred to in the extracts of the above mentioned properties, and in the same time asked the plaintiff to mention his witnesses.

3. I have enquired from the Court to know whether such papers still existing or not, and I am informed that the papers and registers in which they are entered are missing.

4. For your information and instructions, please.

Assouf
Registrar of Lands.

TIR.1/12/1.



20
Registrar of Lands,
Tulkarem.
10th, June, 1925.

Director of Lands,
Jerusalem.

Subject:-State Domain-Tulkarem,
D/Tul/75,76 and 77.
Reference:-Attached Summon.

I beg to forward herewith a summon served by Land Court Samaria, from which you will understand that Moh-d. bin Saleh el-Khalil of Jat village is claiming the ownership of the above properties. The action will be heard on 8th, July, 1925.

For your information and instruction, please.

A handwritten signature, likely of the Director of Lands, consisting of stylized initials.

Registrar of Lands.



משפט אזרחי SUMMONS TO DEFENDANT. دعوى حقوقية
 (Civil Action)

הודעה לנתבע

اعلان مدعي عليه

Magistrate's Court of محكمة صلح اول اضرام

בית משפט השלום ב

To الى سيد اضرام بهو ضده شكوى

Take notice that you are required to appear as defendant at the above

Court on بقتضي حضورك للمحكمة المذكورة كمُدعى عليه يوم الاثنين ١٨/٤/٤٠

על־יד לבוא לבית המשפט הנ"ל ביום

The Plaintiff المدعي

התובע

Claims from you بطلبك

התובע כמסד ט

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

وان تخالفت تنظر دعواه بحكمك غيابيا ولا يقبل اعتراضك الا اذا اثبت ان تخلفك كان لعذر قوي

אם לא תבוא תשפט שלא בפניך ולא תהיה לך הרשות להגיש התנגדות על הפסק אם לא יוכח שהעדרך היה ספני סבה מספיקת.

Date التاريخ

התאריך

IMPORTANT. — If any alteration whatsoever is made in this form, that alteration **must** be initialled by the issuing officer.

תבייה مهم — اذا حدث اي تغير على هذا النموذج يجب توقيع امضاء المأمور المعطى منه هذا الامر على التغير المذكور.

חשוב — אם איזה שנוי נעשה על הטפס הזה, שנוי זה צריך להיות חתום ע"י הקצין המוציא.

aco

Handwritten signature or initials, possibly "F. H. H.", enclosed in a circle.

4/8/47.
2/6/46.

TLR.1/12/1.

19
Registrar of Lands,
Tulkarem.
28th, May, 1925.



Director of Lands,
Jerusalem.

Dr. Bon Khan
Losa
m. al
30
75

Subject:-State Domain-Tulkarem.
D/Tul/75.
Reference:-Your D/Tul/75.

In reply to your above quoted letter, I beg to inform you that the court did not hear the case in regard to the above property which came up for hearing on 13-5-25, and was postponed to an unknown time.

As soon as anything is received in this connection will be submitted to you in due course.

Maam
Registrar of Lands.

[Handwritten signature]

18
D/Tul/75.

26th May 1925.

Registrar of Lands
Tulkarem.

Subject:- State Domains -
Tulkarem.

D/Tul/75, 76 and 77.

Reference:- Your TLR/1/12/1 dated
16.4.25.

I shall be obliged if you will
let me know the present position in
regard to the above property, the case
of which came up for hearing on
13.5.25.

DIRECTOR OF LANDS.

KLH.

TLR/1/12/1.

Registrar of Lands,
Tulkarem.
18th April 1925.



17

Director of Lands,
Jerusalem.

Subject:- State Domain-Tulkarem
ITul/75, 76 and 77.
Reference:- Your ITul/75 of 24-3-25.

In order to obtain personal evidence, I have together with the Mudir el-Mal of Tulkarem, elected from the notable and elders of Zeita and other villages certain persons to enquire from them and obtain the necessary informations available for our purpose. These people and Mukhtar of Zeita village and present tenants were called at this office, but their statements were in favour of the plaintiff, and they have ignored the mahlulship of the above properties and their being registered in the name of the government.

In purpose to know, at least, from the Werke the person who up to date paying the taxes, and to be acquainted with the record of the Werke books, I have asked the Mudir el-Mal to supply me with these informations, but it was curious to know that the above mentioned lands are still registered in the name of the original owners before the declaration of their mahlulship.

I beg to forward herewith a summon served by Land Court, Samaria, in which fixing a day (13-5-1925) for hearing the action please.

Your file are returned here with...

Maamun
Registrar of Lands.

D.L.
Yes
This file was brought to me today. It was delayed for over a month. My instructions be given please, that Court files be referred to me at once as they arrive.

MD.
27/7/25.

SUMMONS TO PARTIES

(Civil Action.)

(Civ. Action)
 מועד
 אגלן האצמא
 הזמנה לצדדים
 (ס 55 סא מורח)

Court of

عكة الشفاقة في طوبى

בית הספר

To

جبر الاضطرار

No. of action

غرفة الدعوى

Names of Parties

מספר הסיפור
א.ה. א.ח.
מספר העמוד

כ.ה. ח.ה. ח.ה.

Take notice that the above action will be heard on

נבליק אן דער אבינה בעליה סתנר פון יום
הדיקד כו הממשש המוכר לעיל יבורר ביום

נודיעך כי המשפט הנזכר לעיל יבורר ביום

And that you are required to appear on that day

وبقضى حضورك في اليوم المذكور

וידרוש שתתיה גזכת ביום הזה

Date _____

התאריך

1682—50,000—25-5-23
Beyt-ul-Makdes Press

انه في يوم

انتقلت انا

الى محل اقامة

واعلنت صورة هذا الى

المباشر

الشهود

المعلن اليه

۱۴۵۰

بسم الله الرحمن الرحيم
الحمد لله الذي جعل القرآن الكريم
مدرسة للعلماء والطلاب
والله اعلم بالصواب

قائمة مذكرات

ص ٥

للسادة رئيس محكمة ارض نابلس المحترم
بواسطة حقة حاكم صلح طولكرم المحترم

المعلم : محمد به صلح الخليل مرقري جت .

المعلم : مأمور تسجيل ارض طولكرم بصفتة وكيل الخلوم

المعلم : شدة قطع ارض الكاثة ضمنه ارض قرية زينا عاريجين عار عريفه عار عرسور

الدور : استدعاء المدعى قاضي مذكرات الزميل باقانة الدعوى

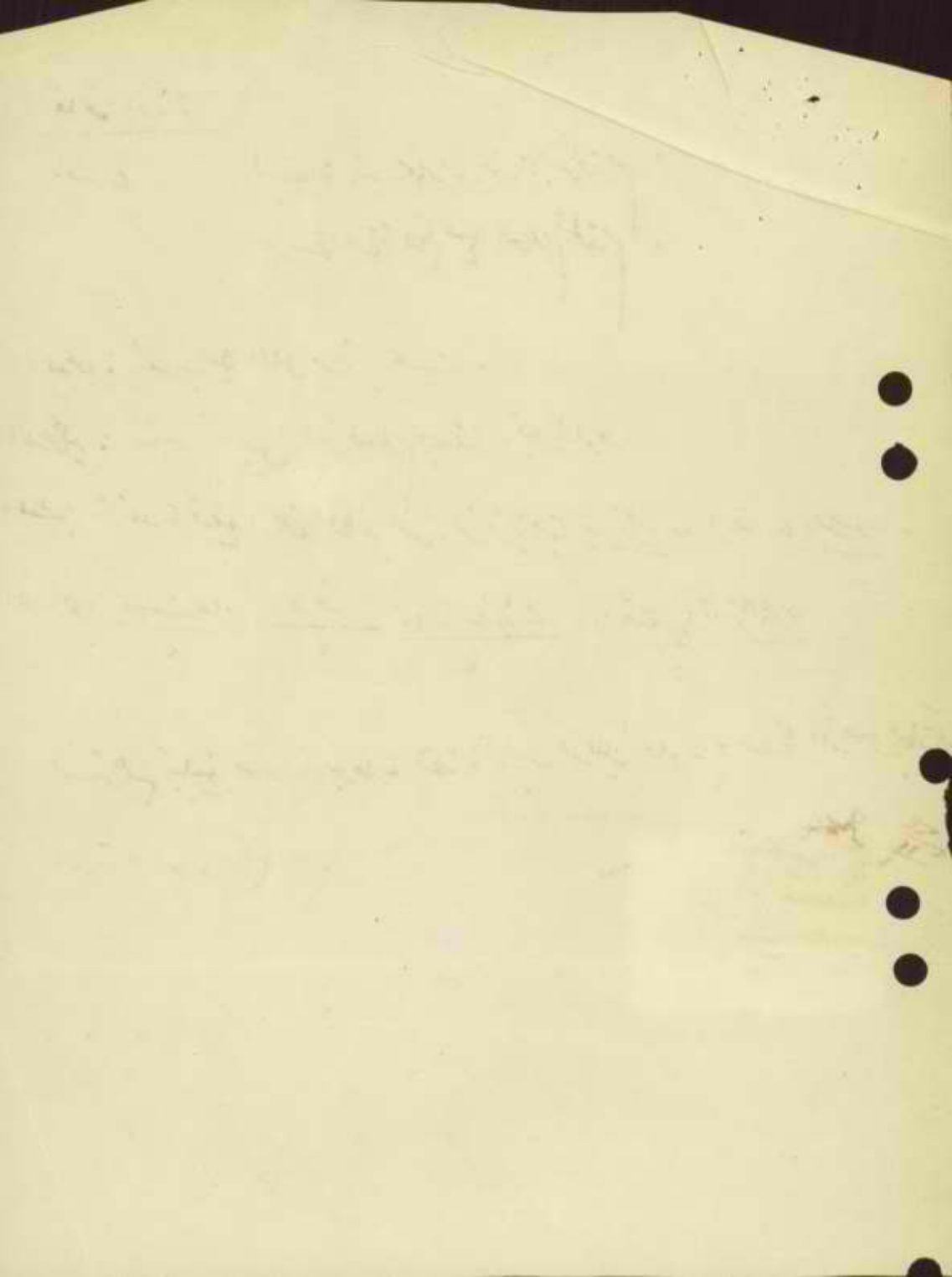
لنرهم تبليغ صور مربوطات هذه الدعوى لوكيل الخلوم وحفظ الاصل بمكانه

الموقع واندركم سيد

H. J. Z.	O.P.D.A.
E.E.F.	E.E.F.



تاريخ التوقيع ٢٠١٢/٩/٢٠



لسادة سركانه الرضى نائب المحكم
بواسطة خفي حاكم علي طولكرم المحكم



اسم وعنوان المحكم - محمد علي الخليل رفته جيت بهاد خافه لركه والده عبد جده خليل به محمود المورث والمالك الأصلي
نوع الادعاء - منو الحكومة به مافتي في الدوله قطع الارضي اربعة سايس وچين واراضه لعريفه . واحده بوضهور .
الموروث في عبد والدي صالح الخليل وطفه عبد والده جدي خليل محمود .

نوع الادعاء - الرضى عبد اسلم
موقع الادعاء - في القطع الارضه المذكوره في ثنائ ضمه الرضى جيت
الحدود - اربعة سايس وچين مجهرها في المحاط شرقا الطابعه المذكوره غربا اربعة رينا وشتي اولاد ابو اسلم
وجنوبا الطابعه المذكوره في ارضه المذكوره في عم ابو اسلمه واما ارضه العلوفه
ضمها حله ووالده بنو سرقا ابو عبد الله غربا ارضه شريفا شريفا طريقه
جنوبا ارضه بنو سرقا ابو عبد الله ووالده بنو سرقا عبد الله جيت ورضه
غربا خليل يوسف شريفا ارضه جيت جنوبا الطابعه
اسم المحكم - مفيد الدين الدوله بشاره الرضى بنو الخصاله

الاسباب الموجبه - حواله لرضي ورضه القيدم والبنه الشريفة
ملاحظات - ارضه في المرحله هي الف فرسه بجا انه خاض المحكمه الرضى في وضهور وارضه فاقوه
بجواز الرضى طولكرم لا تقضي كسفا على الارض المحلوله الا اذا طلبته من المحكمه
وبما انه مقدم لتقديم هذه الدعاوى قبل ان يحدده الماعده المختومه الى ماضي
الحكومة المستطاعه لوقام هذه الدعاوى بانه انما الماعده المذكوره يكون
مرفعه ثانيا لذلك استندهم قول هذه الدعاوى من وجهه لرسم لكر احتفظ المفوض
في مدعي الحكومة الادارة مع انه اقدم اي يوم عصر الارضه موقوفه خاض المحكمه العقيم
طولكرم وارضه اقدم ايضا كسفا بوجه الدوله قطع الارضه المذكوره من طلبته المحكمه

الدائرة المحكمه

استدعم بناء على عا ذكر المحاكم بطلبه جيت ومعه جده والدي المذكوره المذكوره ورضه المحكم الى
الملك لا يوافق لركه والدي ومنو الحكومة مافتي جيت وحده دائرة الرضى بنو جدي
المورث الاصله لرضي

II. J. Z.
E.E.F.
O.P.D.A.
T.M.
E.E.F.

لسادة شريفة محكمة ارضنا بالحق
لوردة خفت حكم صلح طوائفهم

المدعى - محمد بن صالح الخليل مدعي جنة بلاضافة لذكره والده محمد بن خبيب بن محمد الحورث وطلالته الاصل
المدعى عليه - سامور شجر ارضي طوائفهم بلاضافة للحكومة.

حجة الدعوى - صورة قد اتفق اليه لادى الشرى محمد بن خبيب بن محمد الحورث وطلالته الاصل المدعى عليه
والشروط باسم عارثي يحيى، وارثه ليدرضه، وارثه ليدرضه، المعروفة الطور في استدعاء الدعوى ارضاً شريفاً
مضافاً الى الذكر لانه سبب تملكه لا حورثي محمد بن خبيب بن محمد الحورث وطلالته الاصل المدعى عليه
وحديثه المذكور قد نوت اغتصاباً بالادى الشريفة المذكورة في حجة لانه صورة انه فاجرها للفدية لها فتم
فتمت الحكومة للاغتصاب في حجة لانه جنة ارضه هذه القضية المحقرة في ليدرضه وكيلا لادى
واحد في كتيبه والحكم عليه بملكته جدي الحورث الاصل للقطعة الثلاث والاربع فتمت ليدرضه بدمه محمولين
وقد فيها باسم ليدرضه كور لادى بنه والدي صوري والحكم عليه ايضاً بجنه مدعى في القطعة المذكورة
المدعى عليه - اعدى حورث الذي الذي سار به عند نفسه قاضي شرعي محكم، طوائفهم او حورث وكيد الى
والشرف القديم من محمد والدي ومحمد جدي.

الدولة القانونية - ليدرضه الذي يريد على الايدي سنة والمادة (١٨١٨) التي تخولني ليدرضه السبب الشخصية
لادى الشريفة اياً عند عبد الحورث ليدرضه.

الطلب - ليدرضه المحكم على المدعى عليه بملكته ارضه المذكورة بلاضافة لذكره والدي وقيداً باسم ليدرضه
وكيل الحكومة مدعى معارضتي في.

ملاحظة - بما ان القضاة وكيد متفريب فاني اعد ليدرضه اعدى حورث عند حورث واغداً ليدرضه قيدي
بعد ان اطلبه بملكته المحقر من دائرة ليدرضه فامره ليدرضه ليدرضه ايا، ليدرضه ليدرضه المحكم بملكته
تفضل ليدرضه ليدرضه ليدرضه

H. J. Z.
2 P.T.
E.E.F.

محمد بن خبيب
1 P.T.
E.E.F.



صندوق البريد

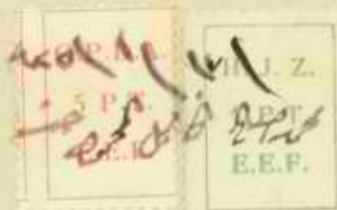
نسخة طبعه

فقد وردت المحمدية صلاح الخليل وحمده نيت يحيى المحمود من طوكم
مكتبة تونق طبع ارض مصروف باسم "الديف" و"زيتا" و"وبرك" و"غاري" و"طوكم"
علاوة تقدم نظف شهر برناغ

١٠ التبرع

و"انورضا" حبرت الكلاية
مديرارة حكومة طوكم



[illegible]

OVER
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TLR.1/12.



12
5/2ul/75,76 & 77.

Registrar of Lands.
Tulkarem.
8th February, 1925.

Director of Lands.
Jerusalem.

Subject:-Moh-d Saleh el-Khalil of Jit village.
Reference: Attached Documents.

Attached are documents presented to the Court by the above mentioned Moh-d Saleh, who has obtained the authority of the Chief Secretary to institute an action in the court, passed to you for your information and instruction, please.

Hasim
Registrar of Lands,

h



Registrar of Lands,
Tahiti,
20th February, 1921.

Registrar of Lands,
Tahiti.

Subject: Moko-kaia el-Ahmed el Ali el-Hajj.
Reference: Attached. Lonsdale.
Attached are documents presented to the Court by the
above mentioned Moko-kaia, who maintained the authority of the Chief
Secretary to institute an action in the court, passed to you for your
information and instruction, please.

Yours faithfully,
Registrar of Lands,

D/Tul/75

LANDS DEPARTMENT
JERUSALEM
P.O.B. 356,

March 24th, 1925.

Registrar of Lands,
Tulkarem.

Subject:- State Domains- Tulkarem D/Tul/75, 76 & 77
Claim of Mohammad Ibn Saleh Khalil.

I enclose herewith in original Mr. Fishman's report on the above and I shall be obliged if you will return same with your remarks thereon.

For your perusal I also enclose herewith my files No. D/Tul/75, 76 and 77 which kindly return after you have done with.

DIRECTOR OF LANDS

AGA

1. In the matter of
the estate of
J. M. Smith, deceased.

John M. Smith, executor.

WILLIAM SMITH, JR.,
Administrator.

On the 10th day of January, 1911, the Court of Probate for the County of Cook, Illinois, in and for the State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said Court.

I declare under oath that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said Court.

Witness my hand and the seal of said Court at Chicago, Illinois, this 10th day of January, 1911.

JOHN M. SMITH, JR.,
Administrator.

For my return I also declare under oath that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said Court.

Attest: J. M. Smith, Jr., Administrator.

Witness my hand and the seal of said Court at Chicago, Illinois, this 10th day of January, 1911.

JOHN M. SMITH, JR.

ESTI
RNM

ALES
OVERN

10
D/Tul/75.

two

5ht February 1925.

District Officer
Tulkarem

Subject:- State Domains - Tulkarem
D/Tul/75.

Reference:- Your T.200/1/56 dated
6.1.25.

I am returning herewith two copies
in Arabic of agreement of lease duly
signed by His Excellency the High Commissioner

I shall be obliged if you will hand
the stamped copy to the tenant for his
retention.

It was noted that the correct
Tabu Registration was not inserted in
the space provided in the preamble.

Sgd. W. C. BENNETT

DIRECTOR OF LANDS.

KLH.

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No: -T/200/1/56.

Director of Lands,
P.O.B.356,
J E R U S A L E M.



10
Governorate,
Tul Karem,
Sub - District.

6th. January, 1925.

Subject: -Leasing State Domains No. D/Tul/75.

Enclosed please find agreement in quadruplicate in
respect of above mentioned property passed for favour of His Excellency
signature the High Commissioner.

Please return copies of all agreements previously
sent you if already signed for delivery to tenants.

TJG/FM.

Ag. 10/1/35
4-HE. 14
19
10/1/35
PP check +
11/5/35
before
2/5/35
10/1/35
Enclosures: - 4

for
David
District Officer,
TUL KAREM.

Value registration
inserted, & entered

10/1/35

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this *1st* day of *January* one thousand nine hundred and twenty *five* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ahmed Mustopha* of *Zeita - Tulharn* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Maris Yehya* in the lands of *Zeita* in the Sub-District of *Tulharn* and District of *northern* extending to an area of *ten* dunoms more or less and more fully described in the schedule

and plan attached hereto and in the Tabu Register of *Tulharn* Vol. — Page. *6* date *75 mahloul Register 16.1.330* for the period of *nine months* from the *1st* day of *January* 1925 to the *30th* day of *September*

1925 (determinable nevertheless as hereinafter mentioned) at a rent of *£1.500* *One pound five hundred millions* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner~~

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *One pound and five hundred millions* (*£1.500* m/ms.) by *two instalments* payments in advance on or before the *1st day of January 1925*, the *second payment on* day of each of the months *at 31st May 1925.* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of — per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED PAGE *2* of *2* of *175*

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Herbert Samuel
HIGH COMMISSIONER

Layla. Clowes. Private
Secretary

Signed by the Tenant
in the presence of

Amir
Amir

حکومت فلسطین

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم **الدول** من شهر **نونه ثاني** سنة الف وتسعمائة بين **خمسة عشر** **مخاتمة المندوب السامي**
 بالنيابة عن حكومة فلسطين (المسمى فيما بعد المودجر) فريق اول وبين **احمد**
 من **خربة زينا** — **حضار** **صلواتهم** وورثته والمحول اليهم المسمى فيما بعد المستاجر) فريق ثان
 على تاجير واستئجار قطعة من الارض المرووفة بـ **أبرمة** **سحر** الـ من **الخربة زينا** في ناحية **صلواتهم**
 من قضا **الشام** ومساحتها

سره
دوئما بالتعريب والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمبينة في دفتر
طابو مركزكم تاريخ محلول المجلد وجه ٦ لمدة سنة ابتداءً من اليوم الاول
من شهر فرسني سنة ١٩٢٥ وتنتهي في اليوم الواحد من شهر مارس سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور
فيا بعد) بالبحار قدره واحد جرام يدفع وفقاً لما هو مبين ادناه
وقد تعهد المستأجر بموجب هذا

١١ ان يدفع الايجار بموجب الكيفية المذكورة ادناه

(٢) لن يدفع علاوة على عشر ١٢ في المائة اجرة قدرها عشر من محصولات الارض المذكورة بحسب قيمتها المخفضة ويجري هذا التخمين بنفس الكيفية التي يخمن فيها العشر المذكور ويدفع في نفس التاريخ ونفس الكيفية أيضاً او

٢٠ ان يدفع علاوة على العشر الـ ١٢ ١/٢ في المائة ايجارا سنويا قدره واحد ج م وصحابة مليما في ٩٥٥
 وقبضه ^{الاجرة الاولى} ومما في تسهيل اليوم اسوس من شهر نوفمبر ^{٩٥٥} من كل سنة والقطر الثاني فخرية ماسح

«٣» ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للتجارة وان يسلمها للموثر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

(2) ان يصون ويحفظ كافة المجاري والسواقي والاقنية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الملازما

هـ) ان يزرع الارض لقناعة الموجر وان يدفع للموجر ايجاراً اضافياً قدره ————— للدخم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الايجار وإن يدفع هذا الايجار في نفس الوقت الذي تستوفي فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموجر

١٦ ان لا يؤجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموجه خطياً
١٧ ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك
من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

2009-2000-S.O.P. *Superguts*
10/1/85

٨. ان لا يشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولاً على موافقة المـوـجـر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها المـوـجـر او لا وان تتم وفقاً لمرضاته ولا يكون المـوـجـر مسؤولاً عن اي مصاريف يتحملها المستأجر فيما يتعلق بمثل هذه التصليحات او التعميرات كما وانه لا يكون مسؤولاً عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩. ان يزيل اي بناء او تغيير احده في الارض بدون موافقة المـوـجـر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار وفسخه وان يعيد العقار الى حالته الاصلية

١٠. اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فلمـوـجـر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كأنه لم يكن بشرط ان:

١. لا يؤثر استلام العقار من قبل المـوـجـر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار او عدم مرافقته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

٢. لا يستلم المـوـجـر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١١. وعند انتهاء اجل الايجار المذكور او فسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص المـوـجـر في حالة جيدة وقابلة للتأجير لمستأجر جديد

١٢. ان يسمح للمـوـجـر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق المـوـجـر على ان: -
١. يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة المـلـاريا وان يقدم جميع خرائط الاعمال الجديدة فيها يتعلق بالسقي التي يرغب القيام بها الى المـوـجـر غير انه لا يحق للمستأجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة المـوـجـر خطياً

٢. يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تدخل غير شرعي من قبله.
شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم ١٩٥٥ من شهر كانون الثاني سنة ١٩٥٥



(sgd) Herbert Samuel
توقيع المـوـجـر
HIGH COMMISSIONER
بمـحـضـور
(sgd) Hugh A. Clowes
Private Secretary

توقيع المستأجر
بمـحـضـور
مـنـتـابـلـة

2/11/75-77.

9

7th December, 1924.

Registrar of Lands,
Tulkarem.

Subject: Mohd. Saleh El Khalil.

Reference: Your TIR.1/12 of
-----1.12.24.

The extract may be given to
applicant.

DIRECTOR OF LANDS.

MD/LY.

TLR.1/12

8
Land Registry Office,
Tulkarem.

1. 12. 24.

Director of Lands,

Jerusalem.

Subject :- Mohd. Saleh El Khalil.

Reference:- Attached extracts.

Attached is an application submitted to me by the above mentioned Mohd. Saleh El Khalil, applying for an extract of Register of three plots of State Domains known as Mares Yehia, Mares El Arida and Mares Sarsour situated at Zeita Village.

Permission has been granted to him, by the Chief Secretary, to institute an action against the Government.

For your information please.


REGISTRAR OF LANDS
Tulkarem.

لطفاً نأمر بتسليم الأرض بطولكم المحترم

المقدمة من مقدم محمد بن صالح الخليل من قرية جب التاج لفضاء بطولكم انتم تملقنا أمراً من سعادة جلالت
الكلانية مديرية إدارة حكومة فلسطين بتفويضه المنفذ لي بأخامة الدعوى ضد الحكومة الفلسطينية قطع الأرض الكائنات ضمن
أرض زينا وكم الأرض ماري جبي الحدودية لآدم شرقاً الملاح عمارة الدقم وغرباً أرض زينا وسخا لا اولاد أبو آسيم
وجنوباً طريه أرض ماري العريضة بحدها شرقاً أبو عيسى غرباً أرض زينا شرقاً طريه جنوباً أرض غسيل أرض
ماري صوصو بحدها شرقاً عيسى بحدها غرباً غسيل اليوسفا سخا لا أرض جيت جنوباً طريه . . .
الندع دعوى الدعوى الفلسطينية قطع الأرض المذكورة ضمن بلدة القانونية . فالتداعى ندعهم برحقكم اذبح كشف
البلدية قطع المذكور وانذاركم سيدي

H. J. Z.
O.P.D.A.
E.E.F.
E.E.F.

Handwritten title or header in Arabic script.

Main body of handwritten text in Arabic script, consisting of several lines.

Handwritten text block, possibly a signature or a specific section header.

D/Tul/76

P.O.B. 356.

24th October 1924.

District Officer,
Tulkarem

Subject:- State Domains - Tulkarem.
D/Tul/75, 76 and 77
Reference:- Your T/200/1/57 dated 8.10.24.

I beg to forward herewith an authority over the signature of His Excellency the Officer Administering the Government for the bringing of an action against Government by Mohd. Ibn Saleh el Khalil and Hawadeh bint Yehia el Mahmud, in respect of the above properties.

I shall be obliged if you will hand this to claimants immediately as action must be instituted within one month of the date of the Authority, viz 21st October 1924.

DIRECTOR OF LANDS.

Copy to:- Registrar of Lands, Tulkarem.
D/Tul/75
D/Tul/77

K.H.

(Copy)

Authority is hereby given to
Mohammed Ibn Saleh el Khalil and Hamdeh
Bint Yehia el Mahmoud, of Tulkeram, to
bring an action against the Government
in the Land Courts, with respect to the
ownership of three plots of land known
as " El Aarida", "Zeita" and Birket
Gharieh", at Tulkeram.

Proceedings under this authority
must be instituted not later than one
month from the date hereof,

(Sgd) Gilbert Clayton.

21st October 1924.

5
D/Tul/76

One.

21st October 1924

Chief Secretary

Subject:- State Domains -Tulkeram -
D/Tul/75, 76 and 77.

The enclosed application from Mohd. Ibn Saleh el Khalil and Hamdeh bint Yehia el Mahmoud asking for permission to bring an action against the Government in respect of three plots of land known as "El Aarida", "Zeita" and "Birket Charieh" is forwarded for favour of His Excellency's approval, to sue within one month.

There is no objection on the part of this Department to permission being given.

(Sgd.) J. N. STUBBS

DIRECTOR OF LAWS.

Copy to:- D/Tul/75
D/Tul/77

KLH.

No: -T/200/1/56.

Director of Lands,
P.O.B., 356,
J E R U S A L E M.



Governorate,
Tul Karem,
Sub - District.

15th. October, 1924.

Subject: -State Domains - Tul Karem D/Tul/75.
Reference: -Your D/Tul/75 of 1-10-1924.

Attached please find a certified extract of the
Tabu Register in respect of above property. I refer you please to
para 2 & 3 of my letter No. 200/1/57 of 8-10-1924 which give you
the required information.

TJG/FM.

Enclosures: - /

21 Tul/76

Sub-District Governor,
Tul Karem Sub District.

No: T/200/1/55.

Governorate,
Tul Karam,
Sub - District.

15th. October, 1954.

Director of Lands,
P.O.B. 255,
JERUSALEM.

Subject: State Domains - Tul Karam D/1/1/55.
Reference: Your D/1/1/55 of 1-10-1954.

Attached please find a certified extract of the

Tahsil Register in respect of above property. I refer you please to
para 2 & 3 of my letter No. 200/1/55 of 8-10-1954 which give you

the required information.


Sub-District Governor,
Tul Karam Sub District.

TJS/EM.

Enclosure: 1

1st October, 1924.

D/Tul/75.

Sub-District Governor,
Tulkarem.

Subject : State Domains-Tulkarem.

D/Tul/75.

Reference: My D/Tul/75 of 8.9.24.

I shall be obliged if you will obtain from the Registrar of Lands and forward a certified extract of the Tabou Register in respect of this property which it appears was registered under Folio.6. of 16.1.1320, known as Maris Yihia.

It is understood from your representative that this property is claimed by Mohamed Ibn Saleh Khalil El Hajeh Hamdeh bint Yihya.

I shall be obliged if you will inform me on what grounds these individuals claim this property and whether they are in occupation.

PALESTINE GOVERNMENT
4-23
Sgt. H. C. BENNETT

DIRECTOR OF LANDS.

MGB/LY.

1944, 1945, 1946

1944, 1945, 1946

1944, 1945, 1946

1944, 1945, 1946

1944, 1945, 1946

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1944, 1945, 1946

1944, 1945, 1946

1944, 1945, 1946



PALESTINE GOVERNMENT

1944-25

P
GC

D/Tul/75

2
P.O.B.356,

September 8th, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains-
Tulkarem D/Tul/75
Reference: My letter of even
number dated 31.7.24.

I shall be obliged for a r
reply to my above quoted letter.

*claimed now in
possession of
villagers.
It will be put
up to auction on 15.9.24*

And. M. G. BENNETT

AGA

DIRECTOR OF LANDS.

*claimed now in possession of
brother the Saleh Khelil & Haydar
Hamdiah but yphs. of Sad village*

ALLES
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ALLES
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Handwritten text at the bottom of the page, including the words "Handwritten" and "ALLES VER".

D/Tul/75

P.O.B.356,
July 31st, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains-Tulkarem
property No.D/Tul/75.

Is this property leased. If
not is there any intelligent reason why?

Has anyone taken possession of
it for nothing?

JNS/AGA

cc-ALV-N STUBBS
DIRECTOR OF LANDS.

W.D. 1000
1000 1000

Sub-Station 1000
1000

Sub-Station 1000
1000

Is this property owned by
the State? Is it owned by the
State? Is it owned by the
State? Is it owned by the
State?

1000 1000

G

T
I
M
E
N

X. 1. Land Dept No _____

X. 2. File No X/7ul/15

X. 3. Reference No _____

4. Finance No _____

6. District Tulkarem8. Village or Town. Tulkarem9. Whether Mudawara, Mahloul
or Mewat etc.

10. Name of Property.

11. Nature of Property. Land12. Situation. Maris Yibia

13. Boundaries.

North RoadSouth Aly DookEast Aly DookWest Atteel Lands14. Area. 10 dms.

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Number and date of Agreement
or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

TINE
MENT

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ESTI
RNMI

